### **Terms and Conditions**

These terms and conditions govern your use of our website. Our terms have been provided and approved by legal documents provider. Please read the terms in full before you use this Web site. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

### SITE ACCESS

You will be able to access the majority of this Website without having to register any details with us. However, particular areas of this Website will only be accessible only if you have registered.

## **USE OF WEBSITE**

You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission. The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent.

### SITE UPTIME

We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues therefore we will not be liable if this website is unavailable at any time. This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

## .UK DOMAIN TERM AND CONDITIONS

Please can you advise .uk domain registration customers must be aware of Nominet's terms and conditions before registering and renew a domain name, links to view these terms are set out on https://www.nominet.uk/domain-registration-tandc or www.nominet.uk/go/terms.

## **VISITOR CONDUCT**

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes. When using this website you shall not post or send to or from this Website any material: for which you have not obtained all necessary consents; that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom; which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

## LINKS TO AND FROM OTHER WEBSITES

Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk. If you would like to link to this Website you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions: you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us; you do not misrepresent your relationship with us or present any false information about us; you do not link from a website that is not owned by you; and your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.

If you choose to link to our website you shall fully indemnify us for any loss or damage suffered as a result of your actions.

#### **DISCLAIMER**

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the accuracy or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date. The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

## **EXCLUSION OF LIABILITY**

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website. Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

## **GOVERNING JURISDICTION**

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

### **OUR DETAILS:**

Our business's name is: Sinorrah IT Solution Limited

Our business address is: 3 Forge House, Summerleys Road, Princes Risborough HP27 9DT Our

contact details are: hello@sinorrah.co.uk or by telephone 01844 345999.

## **Sinorrah IT Solutions Limited Terms & Conditions of trade**

## 1. Definition of service

Virus removal – To remove malicious software from laptops/desktop computers.

Off site data storage – Remote webspace where files can be stored to an agreed storage limit. If used for backup, this must be regularly maintained by SITS exclusively.

IT Equipment repair – Repair of laptop, desktop, NAS, DROBO, printer, server as required.

Website and/or email hosting - hosting of webspace for the purpose of storing a website or email data.

Broadband – providing internet connectivity to property.

SITS - Sinorrah IT Solutions Limited

# 2. Authorisation and Legal Rights

The client authorises SITS to conduct an evaluation of a machine delivered to SITS workshop to determine the nature of the damage and provide an estimate of repair cost and timing. The evaluation is free and no work beyond this evaluation will be charged without explicit client approval.

The client authorises SITS, its employees and agents, to receive and transport this media/equipment/data to, from and between their facilities.

In these Terms, "normal office hours" means the hours from 9.00 am to 6.00 pm, Monday to Friday except public and bank holidays. SITS will respond to problems as per the Service Levels outlined

The client is the legal owner or authorised representative of the legal owner of the property and all data and components contained therein which is transported to SITS for assessment.

Any property left with SITS unclaimed for 90 days will be disposed of at which time SITS shall have no liability to the client or any third party.

SITS owns any documentation it has created for its own use.

## 3. Limited Liability

SITS shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service.

In no event will SITS be liable for any damage to the laptop/desktop, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if SITS has been advised of the possibility of damages or loss to persons or property. SITS liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.

The client is aware of the inherent risks of property damage involved in laptop/desktop repair, including without limitation, risks due to destruction or damage to the machine, media, or data and inability to repair the machine or recover data, including those that may result from the negligence of Sinorrah IT Solutions Limited, and assumes any and all known risks of injury and property damage that may result.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected including disruptions in service caused by one or more of the following: server failure, data loss, disruption or damage caused by virus infections, damage caused by un-authorised intrusion.

In the eventuality that a piece of software or hardware maintained becomes worn beyond repair or the manufacturer is unable to supply parts or technical information or fixes, then SITS reserves the right to withdraw the services on the piece of software or hardware affected unless the client initiates replacement, refurbishment or upgrade as per SITS recommendations.

SITS from time to time will make recommendations in writing to the client which the client chooses to ignore for whatever reason. In these circumstances, SITS cannot be held responsible for time, cost, loss of business or inconvenience suffered by the client as a result of ignoring these recommendations and the client accepts that it will be charged by SITS to rectify the position to a stable state.

## 4. Confidentiality

SITS will enforce and maintain client confidentiality at all times and will not disclose any non public domain information about the client to any 3<sup>rd</sup> parties. SITS acknowledges that all information, files, knowledge or any other data in respect of the client's IT infrastructure or business whilst engaged under the terms of this Agreement will be treated as strictly confidential.

## 5. Pricing, Quotations and Payment Quotes

are valid for 30 days.

Prices quoted are net. VAT should be added at the prevailing rate.

Payment is due in full upon completion of successful repair, prior to release of the repaired machine (whether shipped, or picked up), unless by special previous arrangement.

Account customers should pay within 28 days of the date of invoice.

SITS reserves the right to revoke or restrict access to the client's stored content, delete the client's stored content, or terminate their account where payment is not made when due.

In the case of **Broadband services**, payment is due within 7 days and non payment within 14 days will render the withdrawal of the service. Any reconnection fees will be incurred by the client.

In the case of **Offsite Storage** services, payment is due within 7 days and non payment after 14 days will render the withdrawal of the service.

Title to hardware and software as well as services e.g. domains, telephone numbers, etc. supplied by SITS shall not pass to the client until the purchase price, and any other sums that are due from the client, have been paid in full.

The client is financially responsible for all shipping costs, Customs duties and taxes to and from SITS.

We accept payment by cheque, cash, BACS and Paypal.

SITS reserves the right to charge late payment charges amounting to an additional 8% p.a. above Lloyds Bank base rate until the debt has been paid in full.

For large orders the cost of the equipment must be paid for before installation.

### 6. Warranty

Thirty days warranty on a repair on laptops/desktops that SITS has repaired, SITS makes no warranty on data, express or implied, and SITS disclaims any data warranty of any kind.

## 7. Repair policy

In cases where an engineer is called to premises:

If the engineer does not possess the necessary technical knowledge or ability to resolve the problem or affect the repair, then no charge is made to the client, but SITS retain the right to charge a small diagnosis fee of £45.

If the engineer is able to resolve the problem or affect the repair, but is only prevented from doing so by the client requesting the engineer not to proceed with the work, then the client is charged for the engineer's time spent to that point with a minimum of 2 hours.

If the engineer is able to resolve the problem or affect the repair, but is only prevented from doing so because the client does not possess the required (spare) parts, software CD-Rom or Product Key, then the client is charged for the engineer's time spent to that point with a minimum of 2 hours.

If the engineer provides a clear and precise diagnosis of a failed component and the client decides not to proceed with the replacement of the component, then the client is charged for the engineer's time spent to that point with a minimum of 2 hours. The policy does not apply to work related to data recovery, computer virus or spyware problems or to cases in which the computer has been struck by lightning.

## 8. Retrieval Process

If a client wishes to retrieve data stored on the remote storage facility, this needs to be emailed to SITS as soon as possible and SITS will endeavour to return data to the client within twenty-four hours of the request.

## 9. Termination services

A client may give notice to terminate services by email or letter giving thirty days notice.

SITS will acknowledge any request from a client to terminate services.

If a contract is in place, the terms of the contract override the notice option.

On termination passwords will be given within the notice period and will be retained on file for 30 days after the notice period has ended.

## 10. Effects of Termination

After a period of 28 days SITS will delete all information and stored data.

### 11. Disclaimer

SITS is not responsible for any data corruption or system failings when the client has amended any settings made by SITS to facilitate the service.

## 12. Commencement and Termination of Services

Work is deemed chargeable when an order in the form of letter, email, purchase order or verbal request at a meeting or over the phone is given.

SITS are entitled to receive a minimum of one month's written notice of termination of contract and will give one month's notice to clients whom they feel they cannot work with. In certain circumstances mutual consent of an earlier or later time will be permitted. If notice is not given then SITS reserve the right to charge an average of the previous three months invoices for the notice period.

SITS will co-operate with the incumbent IT professional to ensure smooth transfer and continuation of service. All requests to terminate a service must be made in writing giving 30 days notice.

Services cancelled prior to the end of their prescribed term will be liable to early termination charges.

### 13. Errors and Complaints

SITS undertake to look into any complaint carefully and promptly and to do all it can to explain the position to the client. If SITS has given a less than satisfactory service we undertake to do everything reasonable to put it right.

Complaints against SITS should be put in writing – email or letter within seven days of the grievance and SITS should be given a further seven days to correct the problem.

Errors which have been made by SITS will be corrected free of charge and travel expenses. Should SITS not be given this opportunity, any outstanding monies should be paid in full immediately without deduction

Complaints concerning any employee of SITS should be made in writing giving full details of the grievance.