

# Surrey Computer Support

## Terms and Conditions

All services provided by Surrey Computer Support are subject to the following terms and conditions. Please ensure that you read and understand our terms and conditions before entering into an agreement with us.

### 1. DEFINITIONS

- 1.1. Surrey Computer Support is a brand of **JS Web Services**. The following terms and conditions document is therefore a legal agreement between “**JS Web Services**” and the “**Client**” for the purposes of all services provided by Surrey Computer Support.
- 1.2. Throughout these Terms and Conditions, when “We” or “Us” or “Our” are referred to, these terms refer to Surrey Computer Support.
- 1.3. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

### 2. ACCEPTANCE OF WORK

- 2.1. Quotations are valid for 30 days from date of issue.
- 2.2. The Client warrants that they are at least 18 years of age and that they possess the legal right and ability to enter into any Contract with us.
- 2.3. A Contract document or Job Request document must be signed by all Clients at the time of submission of work to Surrey Computer Support, indicating agreement to and acceptance of these Terms and Conditions. A copy of these terms and conditions is available via our website <http://www.jswebservices.com/terms.php>
- 2.4. Surrey Computer Support reserve the right to withdraw from contract at any time prior to acceptance.

### 3. CHARGES

- 3.1. Any work is subject to a minimum charge representing half an hour’s work at the applicable rate.
- 3.2. Charges for services to be provided by Surrey Computer Support are defined on our website or in any project quotation that the Client receives via email. Surrey Computer Support reserve the right to alter the quotation after expiry of the 30 days.
- 3.3. Unless agreed otherwise with the Client, all project work requires an advance payment of a minimum of 10 percent of the project quotation total before the work is supplied to the Client for review. The remainder of the project quotation total will be due upon completion of the work.
- 3.4. All hourly-rate jobs should be paid for by the client either upon completion and sign-off of the job, or on our standard invoice terms of 14 days if agreed with Surrey Computer Support.

### 4. PERMISSION AND COPYRIGHT

- 4.1. All pages, images, text and code on Surrey Computer Support website at <http://www.surreycomputersupport.co.uk> is copyrighted material.

- 4.2. Clients and any visitors to the Surrey Computer Support website may not use any of the pages, images, text or code on the website for use on Client's or visitor's own website or to create a website or templates without prior written permission from Surrey Computer Support.
- 4.3. The Client hereby agrees that all software and hardware made available to Surrey Computer Support for use in any job or project are either owned by the Client or used with full permission of the owners of the software or hardware.

## 5. MATERIAL

Surrey Computer Support reserve the right to refuse to handle or work with:

- Any media which is unlawful or deemed to be inappropriate;
- Any media which contains a virus or hostile program;
- Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming
- Any media which constitutes a criminal offence, or infringes privacy or copyright
- Any hardware or software which the client cannot prove they are the legal owners of

## 6. PROJECTS

- 6.1. Additional project work requested by the Client which is not specified in the agreed quotation is subject to an additional quotation by the Surrey Computer Support on receipt of specification. If the work is needed as part of an existing project then this may affect the timescale and overall delivery time of the project.
- 6.2. It is important that the Client communicates the details of any required work to Surrey Computer Support clearly, concisely, and in a timely manner.

## 7. PAYMENT TERMS

- 7.1. All prices are exempt of VAT.
- 7.2. If the Client wishes to spread the cost of any large job or project carried out, Surrey Computer Support may at their discretion offer instalment terms. These should be agreed prior to the commencement of the work.
- 7.3. The Client may request that Surrey Computer Support cancel a project (by email) to Surrey Computer Support. The project is cancelled only if Surrey Computer Support confirms work has not been started on the project. If Surrey Computer Support has begun or completed the work and the Client no longer requires the work to be carried out, but has agreed to the work, the Client remains obliged to pay Surrey Computer Support for the actual work that has been carried out.
- 7.4. If invoice payment is agreed with the Client, invoices will be provided by Surrey Computer Support upon completion of the work. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. All invoices must be paid in full within 14 days of the invoice date, except where agreed at Surrey Computer Support's own discretion.
- 7.5. Payment for services invoiced is due by bank transfer, although cheques will also be accepted and should be made payable to **JS Web Services [NOT Surrey Computer Support]**.
- 7.6. Accounts that remain unpaid thirty (30) days after the date of the invoice will attract a service charge, normally 1.5% of the total amount due, per day.
- 7.7. Surrey Computer Support reserves the right to decline further work on a project if there are invoices outstanding with the Client.

## 10. LIABILITY AND WARRANTY DISCLAIMER

- 11.1. Surrey Computer Support endeavours to provide their services within given delivery timescales to the best of their ability. However, the Client agrees that Surrey Computer Support is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.
- 11.2. The Client agrees Surrey Computer Support is not liable for absence of service as a result of illness or holiday.
- 11.3. The Client agrees Surrey Computer Support is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.
- 11.4. Surrey Computer Support is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.
- 11.5. The Client's data security is at all times their own responsibility.
- 11.6. Surrey Computer Support shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate Surrey Computer Support, even if Surrey Computer Support has been advised of the possibility of such damages.
- 11.7. There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Surrey Computer Support and their subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce where it exists.
- 11.8. Surrey Computer Support may from time to time recommend to the Client that updates are needed to their IT infrastructure to comply with, including but not limited to, new legislations, software releases, licensing and security standards. Surrey Computer Support reserves the right to quote for any updates as separate work. The Client agrees Surrey Computer Support is not liable for any failure to inform or implement these updates to their infrastructure. The Client agrees that they shall defend, indemnify, save and hold Surrey Computer Support harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

## **12. INDEMNIFICATION**

- 12.1. Client agrees to use all Surrey Computer Support services and facilities at their own risk and agree to defend, indemnify, save and hold Surrey Computer Support harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Surrey Computer Support or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. The Client agrees this indemnification extends to all aspects of any job or project.
- 12.2. Client also agrees to defend, indemnify and hold harmless Surrey Computer Support against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

## **13. NONDISCLOSURE**

13.1. Surrey Computer Support and any third party associates agree that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that they will not convey any confidential information about Surrey Computer Support to another party.

## **14. ENFORCEMENT**

- 14.1. Surrey Computer Support reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client to be in breach of these terms and conditions. Surrey Computer Support shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.
- 14.2. This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.
- 14.3. Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.
- 14.4. Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.
- 14.5. Surrey Computer Support reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at Surrey Computer Support website at <http://www.jswebservices.com/terms.php> with a date of last update.
- 14.6. By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges that they have read, understood, and accepted the Terms and Conditions of this Agreement, and agree to be legally bound by these Terms and Conditions.

**Last updated: 3<sup>rd</sup> September 2010**

**We advise you to print and keep safe a copy of these Terms and Conditions**