



PLEASE NOTE: By having your computer repaired at this repair centre you are accepting to be bound by these terms and conditions.

Terms & Conditions of Computer Repair Services

1. TERMS

1.1 Genie Computing Ltd will make every possible effort to preserve their customers' data, however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold Genie Computing Ltd responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.

1.2 Onsite visits benefit from a no-fix no-fee policy if the engineer is technically unable to resolve the reported problem. If Genie Computing Ltd technician(s) can't fix the problem on-site due to external dependencies such as faulty equipment or no internet service by BT or any other Internet Service Provider or lack of original disks or drivers, forgetting passwords etc, the customer is liable to pay the minimum standard charge agreed at the time of booking. If at least one of the original problems reported by the customer is fixed by the on-site technician, the customer is liable to pay the full price agreed at the time of booking.

1.3 Workshop repairs benefit from a no-fix no-fee policy if Genie Computing Ltd is unable to fix the original reported problem but where the fix is possible by replacement of a faulty part or parts and the customer does not agree to the replacement of the faulty part, Genie Computing Ltd reserves the right to charge the Customer a diagnostic fee of £45. If the fix of the computer(s) is not possible by replacement of the faulty part(s) and/or as a result of extensive damage to the equipment, it is declared irreparable by Genie Computing Ltd technicians, no-fix no-fee policy will apply. Where several faults are reported by the customer and at least one of the faults has been successfully repaired, the Customer is liable to pay the full amount agreed at the time of booking. No-fix no-fee does not apply to partially repaired computer(s).

1.4 If Genie Computing Ltd is unable to repair the computer(s) due to non-supply of parts by manufacturers or suppliers, a diagnostics fee of £45 may apply to any computer(s) under repair. The diagnostics fee will cover the time spent on fault diagnosis and re-assembly of the computer(s) and cost of collection and return of the computer(s) if applicable. The return of the customer's computer(s) will be subject to prior payment of diagnostics fee and carriage if applicable. We may waive the diagnostics fee at our discretion.

1.5 If the customer's computer develops a fault in the course of service delivery by Genie Computing Ltd on-site or off-site, the customer agrees not to hold Genie Computing Ltd responsible for the fault. However, Genie Computing Ltd will do its best to remedy the problem at no cost to customer(s) unless parts are required.

1.6 All computers repaired in Genie Computing Ltd workshops are checked for viruses and are free from viruses before delivery to the customer. Genie Computing Ltd is not responsible for any virus infections that occur after the customer has received the computer(s). A charge will apply for the removal of any virus(es) in the computer(s) after the delivery of the computer(s).

1.7 All the customer's computers once repaired or declared irreparable, must be collected within one calendar month from the time the customer is informed. **If after one calendar month of the computer being repaired or declared irreparable, the customer fails to collect the repaired or non-repaired computer, we reserve the right to charge the customer for storage of the computer. The storage of a computer is charged at a rate of £3+VAT per day until the passage of a maximum of 60 days. If the customer fails to collect the computer after this time, the computer will be disposed of or recycled and the customer will lose ownership of the computer.**

1.8 Where the Customer requires Genie Computing Ltd to carry out any configuration or installation services either for the Customer and /or the end-user, Genie Computing Ltd shall do so as sub-contractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

1.9 Genie Computing Ltd will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and will ensure that all the Services are provided with all reasonable care and skill and by suitably trained and qualified persons.

2. LIABILITY

2.1 Genie Computing Ltd shall a) not be liable for any claims regarding the physical functioning of the equipment/media or the condition or existence of data stored on the media supplied before, during or after services; b) In no event will Genie Computing Ltd be liable for any loss of data or loss of revenue or profits or before, during or after services even if Genie Computing Ltd has been advised of the possibility of damages or loss to persons or property.

2.2 Genie Computing Ltd's liability of any kind with respect to the services, including any negligence or delay in delivery of service on its part, or loss of equipment or media, shall be limited to the quoted price for the services.

2.3 The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery or computer repairs, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Genie Computing Ltd. The customer agrees not to hold Genie Computing Ltd responsible for any damage or loss of equipment or media or data loss. In case of any damage or loss to the original media or equipment, the liability of Genie Computing Ltd shall be limited to providing the customer with similar media or equipment of comparable price or capacity.

2.4 The maximum aggregate liability of Genie Computing Ltd to the Customer whether in contract, tort or otherwise for any direct loss or damage including to tangible property suffered by the Customer as a result of any default of Genie Computing Ltd shall be limited in aggregate to the lesser of £1000 or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.

2.5 Genie Computing Ltd shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of Genie Computing Ltd for: (a) any loss of profits, business, revenue, goodwill or anticipated savings, whether sustained by the Customer or any other person; or (b) any special, indirect, or consequential loss whether sustained by the Customer or any other person.

2.6 Any advice or recommendations given to the Customer by Genie Computing Ltd or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by Genie Computing Ltd, is followed or acted upon entirely at the Customer's own risk and accordingly Genie Computing Ltd shall not be liable for any such advice or recommendation which is not so confirmed.

2.7 While Genie Computing Ltd will make every effort to preserve the integrity of any equipment under repair, the Customer agrees not to hold Genie Computing Ltd responsible for any accidental damages to the equipment in its possession including but not limited to surface scratches, deformations and cracks.

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