# **Terms And Conditions Of Service**

The following are terms of a legal agreement between you and Computer Service London and its associated companies. By accessing, browsing and/or using anything on this site and the server it's hosted on, you acknowledge that you have read, understood, and agree to be bound by the terms below and to comply with all applicable laws and regulations. If you do not agree with these terms, don't use this site.

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#### 1. Authorization

The client authorizes Computer Service London to conduct an evaluation of the machine sent 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, however, £70 repair fee applies should repair occur during diagnostics.

The client authorizes Computer Service London, its employees, and agents, to receive and transport this media/equipment/data to, from and between their facilities.

## 2. Legal Rights

The client is the legal owner or authorized representative of the legal owner of the property and all data and components contained therein sent to Computer Service London.

Any property left with Computer Service London unclaimed for 14 days, will be disposed. At which time, Computer Service London shall have no liability to the client or any third party.

### 3. Limited Liability

Computer Service London 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 Computer Service London 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 Computer Service London has been advised of the possibility of damages or loss to persons or property. Computer Service London 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 and Computer Service London agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Computer Service London option, additional attempts by Computer Service London to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of Computer Service London services would be much greater if Computer Service London undertook more extensive liability.

The client is aware of the inherent risks of injury and 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 Computer Service London, and assumes any and all known risks of injury and property damage that may results.

#### 4. Confidentiality

Computer Service London agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client's equipment except to employees or agents of Computer Service London subject to confidentiality agreements or as required by law.

# 5. Payment

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.

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The client is financially responsible for all shipping costs, custom duties and taxes to and from Computer Service London.

We accept PayPal, Visa, MasterCard, American Express, Discover, Cheque (on guarantee card) and Bank Transfers.

#### 6. Warranty

14 days warranty on laptops/desktops that Computer Service London has repaired, Computer Service London makes no warranty on data, express or implied, and Computer Service London disclaims any data warranty of any kind.

#### 7. Agreement

The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the Office Of Fair Trade. Either party may enforce the award of the arbitrator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial. The arbitration shall take place in the Country in which the Computer Service London laboratory performing the services is located and the laws of the State/County in which such laboratory is located shall apply.

# No fix, no fee policy

Our no fix no fee policy means that if the engineer does not possess the necessary technical knowledge or ability to resolve the problem or effect the repair, then no charge is made to the customer, apart from a small diagnoses fee of £35.

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

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

If the engineer provides a clear and precise diagnostics of a failed component and the customer decides not to proceed with the replacement of the component, then the customer is charged for the engineer's time spent to that point - i.e. 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 or so.

# Disclaimer

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### **Computer Service London**

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