

BUSINESS TERMS & CONDITIONS FOR ZAD COMPUTER SERVICES

Please note: These Terms and Conditions apply to Business to Business Sales and Service only. For Business to Customer Terms, please refer to your statutory rights.

1. These Terms & Conditions

1.1 These are the terms and conditions for the services provided by Ziad Dairi, trading as ZAD Computer Services the “Organisation /We /Us” to you, the “Client”. By ordering any service from the Organisation you agree to be bound by these terms and conditions.

2. Order Process

2.1 The services provided by the Organisation can be ordered in the following ways:

2.1.1 Via the contact form on the Organisation website located at

<http://www.zadcomputerservices.co.uk>

2.1.2 Telephoning our sales department on the number listed at the bottom of these terms and conditions.

2.1.3 Emailing our sales department using the email address at the bottom of these terms and conditions.

2.2 The person or persons ordering any service must have the requisite authority to order such a service on behalf of the Client. This authority will be assumed at the time of the order.

2.3 Upon acceptance and confirmation of an order you will receive a booking reference and where possible a booked service slot (where the service is to be provided on-site).

3. Payment & Title

3.1 Payment may be made by a valid and current credit or debit card, cash or by cheque.

3.2 Payment by credit or debit card can be made in person.

3.3 For security reasons we do not accept credit or debit card details via email and so you should not send your card details via email.

3.4 For payments by cheque any goods will not be released or any services to be provided will not commence until the cheque payment has cleared our company accounts.

3.5 Clients can be invoiced, subject to a credit check being carried out by us and the Client passing any such credit check and satisfying us as to their credit-worthiness. ZAD Computer Services reserves the right to withdraw invoiced accounts at any time.

3.6 Where goods are purchased from the Organisation, title to such goods only pass to the Client once a complete and valid payment is made by the Client and received by the Organisation for those goods.

4. Services Provided

4.1 The Organisation provides the following services:

4.1.1 Desktop, laptop and filesaver computer hardware repairs, parts replacement and upgrades for Windows and Apple Mac operating systems.

4.1.2 The installation and configuration of new desktop or laptop computers running Windows or Apple Mac operating systems. Whether the computers are provided directly by us or by a third party supplier.

4.1.3 The installation, configuration or upgrading of operating systems, software and third party software for desktop and laptop computers running Windows or Apple Mac operating systems. Whether the software is provided directly by us or by a third party supplier.

4.1.4 The creation, installation, configuration or upgrading of wired or wireless hardware,

software and cabling for computer networks. Whether provided directly by us or by a third party supplier.

4.1.5 The installation, configuration or upgrading of hardware and software security products, including anti-virus software, hardware & software firewalls, virtual private networks (VPNs) and other anti-intrusion and physical security equipment. Whether provided directly by us or by a third party supplier.

4.1.6 The installation, configuration or upgrading of file servers running Windows or Apple Mac operating systems. Whether the file servers are provided directly by us or by a third party supplier.

4.1.7 The installation, configuration or upgrading of file server operating systems, software and third party software for file servers running Windows or Apple Mac operating systems. Whether the software is provided directly by us or by a third party supplier.

4.1.8 The installation, configuration or upgrading of hardware and software for virtualisation. Whether provided directly by us or by a third party supplier.

4.1.9 Additional services not listed above can be quoted for on request.

5. On-Site and Off-Site

5.1 The services detailed above can be provided on-site or off-site, depending upon the nature of the service required, availability of parts and products and the ease of configuring any product or service either on-site or off-site.

5.2 At the time of booking you will be informed as to which elements of any service will be provided on-site or off-site. However, this may change depending on full analysis.

6. Remote Access

6.1 Where possible we may use remote access tools to access Client equipment.

6.2 We shall make an assessment as to whether remote access is suitable and possible in each case.

7. On-Site Requirements

7.1 The following are required for all on-site visits and repairs:

7.1.1 Easy access to the equipment to be serviced and the surrounding area.

7.1.2 Light and mains power, and where necessary a fully functioning telephone line, with or without internet access, (as applicable).

7.1.3 A person on-site with knowledge of the issue or issues affecting the equipment.

7.1.4 A person on-site with administrator level access privileges to the relevant equipment, (where required).

7.1.5 Valid, original and licensed versions of any software required, (unless being supplied by us.) Please note that we will not use, install or configure any unlicensed, copied or counterfeit software.

8. Data Backup & Loss

8.1 The client will be required to back up all data on any equipment and appropriately stored before any work commences. ZAD Computer Services can assist with this service, however a charge may apply.

8.2 We will not be liable for any data loss occurring on any equipment or data loss caused by the Client's failure to put in place or correctly operate appropriate data backup and storage procedures or fail to seek the recommendations of ZAD Computer Services.

9. Cancelling or Changing An Appointment

9.1 A minimum of 24 hours notice will be required in order to cancel or change an appointment.

9.2 Where less than 24 hours notice of cancellation is provided by the Client we reserve the right to withhold up to 10% of any fees already paid by the Client in the form of a cancellation fee.

10. Missed Appointments

10.1 Any missed appointments will need to be re-booked by the Client.

10.2 On re-booking we will attempt to provide a convenient replacement slot, however we cannot guarantee that we will be able to provide a suitable slot.

11. Warranty Period

11.1 All hardware and equipment supplied and fitted by us is guaranteed for a minimum of 12 months (or more depending upon the manufacturer's own warranty). For Refurbished or Used products, the Warranty period will be 3 months.

11.2 All other work carried out by us is guaranteed for a period of 3 months.

11.3 Any warranty will be declared void where any failures or errors are caused by the subsequent incorrect use or maintenance of any item installed or configured by us.

12. Software

12.1 All software supplied and installed by us will be original and will be appropriately licensed. This will include an appropriate numbers of copies or seats when used by more than one user.

12.2 We will not install, attempt to configure or update any software, which appears to us to be unlicensed, improperly licensed, copied, or counterfeit.

13. Limitation of Liability

13.1 We shall be not be liable to you as the Client in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits, damage to goodwill or anticipated savings or for any indirect or consequential or loss whatsoever.

14. Force Majeure

14.1 Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil disorder or industrial dispute. If such delay or failure continues for a period of at least 30 days, the party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing to the other.

15. Non-Solicitation

15.1 The Client undertakes during the period of working carried out by us and for a period of twelve months after its completion not to directly or indirectly solicit or induce any of the Organisation's employees to leave the employment of the Organisation whether to work on a freelance or consultancy basis or to be directly employed by the Client.

16. General

16.1 Failure by the Organisation to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless acknowledged by the Organisation in writing.

16.2 It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

16.3 The Organisation reserves the right to change these terms and conditions at any time on giving notice to Clients affected.

16.4 This Agreement sets out the entire agreement and understanding between the Organisation and the Client and is in substitution of any previous written or oral agreements between the Organisation and the Client.

17. Jurisdiction

17.1 This Agreement shall be interpreted construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

18. Organisation Contact Details

Our contact details are as follows:

ZAD Computer Services
Eden House
Moorlands Trading Estate
Saltash, Cornwall
PL12 6LX

Email: sales@zadcomputerservices.co.uk

Telephone
From within the UK: 01752 840330
International: +44 1752 840330