

The terms and conditions set forth below are a legal agreement between you (the Client) and SoftqueComputers LTD and its associated companies. These terms and conditions shall apply to all goods and services supplied to the Client by SoftqueComputers LTD.

By accessing these terms and conditions, browsing this website, the Client acknowledges that they have read, understood and agree with the terms and conditions stated including exclusions and disclaimers in respect of liability and loss arising from the supply of goods and services to you the Client.

Softque Computers LTD is a division of MSI-IT Limited registered company number 11084495.

These terms and conditions do not affect the Clients statutory rights.

Commission Agreement

By commissioning Softque Computers LTD, you are entering into a contract with us. The following terms and conditions set forth are our obligations to you and what you are agreeing to.

Terms and Terminology

In these terms and conditions, references such as "our", "we", "us" and "their" refers to Softque Computers LTD.

The use of headings in these terms and conditions is for convenience only and shall not affect the interpretation of the terms and conditions under the headings.

Authorisation

By commissioning Softque Computers LTD, the Client authorises the inspection and evaluation of the equipment to determine the nature of the repairs required and provide an estimate of repair cost and the time scale involved. The evaluation is free of cost to the Client and no work beyond the evaluation will be charged without explicit Client approval.

Softque Computers LTD when commissioned to carry out repairs also have the necessary permission from the Client to replace components with new or used devices of a similar or better design and capability.

The Client also authorises Softque Computers LTD, its employees and agents to receive and transport equipment to and from the Clients premises to the offices of Softque Computers LTD.

Repair Order Process

To process your equipment repair request we require the following information as a minimum:

Name
Address

Landline contact number
Mobile contact number
Email address
Computer passwords etc.

We may use your details for marketing purposes however, we will not pass your details to any third party.

Client Legal Rights

The Client is the legal owner of the computer equipment handed over to Softque Computers LTD for repairs. It is also acknowledged that all data stored on the computer equipment is the Clients property and SoftqueComputers LTD is not permitted to access this data without the explicit permission of the Client.

Payment

Payment including VAT is due in full upon completion of a successful repair, prior to the release of the equipment whether shipped to the Clients address or picked up from SoftqueComputers LTD place of business unless by special previous arrangement.

If credit terms are approved, payment in full must be made within 30 days from the date of the invoice. Beyond the 30 days, we have the right to add an additional 5% penalty of the total invoice for each week of non-payment.

Overdue payments may place the Client on credit hold. This means no further services, repairs or equipment will be supplied or made available to the Client until all previous payments are paid in full. Softque Computers LTD may at its discretion withdraw credit facilities at any time if the Client is found to be in breach of these terms and conditions.

We will accept payment by cash and all major credit and debit cards. We unfortunately cannot accept payment by cheque.

Refunds can be by cheque or refunded to the credit or debit card used when paying for the service or repair.

In circumstances when goods are supplied, you will only own these goods when payment in full is received.

Computer parts, hardware, and software that need to be specially ordered must be paid for in advance.

Estimate for Repairs

Upon initial inspection of the equipment, an estimate will be provided for the necessary repairs. All quotes and any subsequent charges are subject to VAT at the current rate and in sterling.

For work estimates above Â£100 a deposit of Â£20 for goods and services will be required prior to the commencement of the works.

The acceptance of an estimate or quotation for a service or repairs and instruction to proceed by the Client either verbally by telephone or in person, or in writing (including email) shall be deemed acceptance of these terms and conditions.

Availability of Goods and Services

Goods and services are subject to availability. If for whatever reason we are unable to supply any goods or services we will not be held liable for any compensation or damages as a result of the non performance.

Booking a Service

You can book a service by either calling to our premises or requesting a repair service via our website.

Home or Business Call Out Requests

If you require a home or business call out this will incur additional charges which will be conveyed in the quotation for the repairs. Home or business call outs are subject to availability of suitable engineers and allocated on a first come, first serve basis.

Online requests will be confirmed by either telephone or by email.

If a home or business call out is booked and access is not gained at the agreed allotted time the Client will be subject to a charge equivalent to 1 hour our standard hourly rate.

In the event when we cannot make the appointment at the agreed time due to factors beyond our control you will be contacted in advance advising you of the situation and re-schedule an appointment as soon as reasonably possible at a mutually convenient time. If you wish, you have the right to cancel your service or repair request. A full refund will be offered for any payments made in advance.

Cancellation of a Call Out Service Request

You may cancel an agreed home or business call out at any time up to 2 hours prior to the agreed appointment time.

Cancellations made in sufficient time will be entitled to a full refund of any funds paid in advance.

If you cancel or change an appointment within 2 hours prior to the agreed time, the Client will be subject to a charge equivalent to 1 hour our standard hourly rate.

Service or repair cancellations can be communicated by any of the following:

Email
Text message
Telephone

If no one was available when an engineer calls to the Client's premises, a note will be left confirming the call out. A new appointment can be re-scheduled however, the Client will be subject to a charge equivalent to 1 hour our standard hourly rate in addition to the costs of the service or repairs.

Delivery of Goods and Services

At the time of the order, we will endeavour to confirm a time scale for the service or repairs. There may be instances when the delivery of the service cannot be achieved due to circumstances beyond our control. All delivery times indicated should be considered approximate and we will not be held liable for compensation, damages due to a late or non-delivery.

If equipment is delivered back to the Client in a damaged or faulty state you must inform us within 24 hours of the fault. We will arrange collection and repairs at our cost. If you fail to inform us within 24 hours, we shall have no liability for the goods damaged on delivery. This does not however affect your statutory rights.

Our Collection Policy

Any equipment left with Softque Computers LTD and unclaimed for 30 days, will be disposed off to recover our costs incurred while carrying out a service or repair. After this period, Softque Computers LTD shall have no liability to the Client or any third party.

Non Compatibility Software

The Client understands and accepts that some software applications may no longer work correctly after a repair has taken place. This may be due to the installation of the latest hardware or software. It is therefore the Client's responsibility to reinstall or reconfigure these applications.

Backing Up Data

Softque Computers LTD will make every possible effort to preserve the Client's data and files, however it should be noted that there are NO GUARANTEES whatsoever that the Client's data and files will remain intact after the repairs.

IT IS THEREFORE THE CLIENT'S SOLE RESPONSIBILITY TO ENSURE THAT ALL THE DATA AND INFORMATION STORED ON THE COMPUTER EQUIPMENT REQUIRING REPAIRS IS APPROPRIATELY BACKED UP TO OTHER STORAGE DEVICES PRIOR TO HANDING OVER FOR REPAIRS.

Charges will be incurred if Softque Computers LTD has to perform a lengthy backup procedure to protect the Client's own data in order to complete the repairs.

We cannot be held responsible for the following during the repairs:

- Loss or corruption of data, files, information or records;
- Any loss of business goodwill
- Any losses attributed to the interruption to business activity while equipment is out of service for repairs
- Failure by the Client to follow our reasonable recommendations, instructions and advice to back up data
- Any losses you may suffer arising from failure to use anti-virus software
- Any loss considered to be unforeseeable
- Damage resulting from viruses or other malicious software that may have been transmitted during servicing or repairs and therefore escaped detection

Softque Computers LTD will not be liable for any damage caused to other equipment by parts supplied following any repair.

Confidentiality of Data Stored on Computer Equipment

SoftqueComputers LTD, its Employees and Agents agrees not to disclose to a third party any information or data files stored on or recovered from the Client's equipment during the service or repair.

Limited Liability

Whilst Softque Computers LTD shall make every effort to preserve the integrity of equipment left for repair, the Client agrees not to hold Softque Computers LTD liable for any accidental damage to the said equipment including but not limited to " casing cracks, scratches, deformations, theft of the equipment etc.

Additionally Softque Computers LTD cannot be held liable for any loss of data, loss of revenue or profits, or any incidental, contingent, or consequential damages, howsoever caused either prior, during a service or upon completion of a service.

Softque Computers LTD liability of any kind with respect to services undertaken, including any negligence on its part, shall be limited to the contract price for the services provided.

Furthermore, should Softque Computers LTD, its employees or agents offer any advice or recommendations to a Client as to the use of computer equipment, storage, use of software applications confirmed by whatever means is used entirely at the Clients own risk and accordingly Softque Computers LTD shall not be held liable for any such losses associated with such advice or recommendations.

Warranties

Softque Computers provides a 30 day warranty on labour only repairs carried out on computer equipment requested by the Client. Softque Computers LTD makes no warranty for data or computer files either expressed or implied. Softque Computers LTD disclaims any data warranty of any kind. If the same problem re-occurs within 30 days of the original

repair, Softque Computers LTD will undertake the repair again without charge. However, charges will be incurred should additional parts be required. This warranty excludes faults caused by viruses or software issues.

All computer parts supplied by Softque Computers LTD are new and come with a 1 year manufacturer's warranty from the date of the repair. In some instances, we may offer second hand or used parts at a reduced cost. The Client will be consulted if they are willing to accept second hand or used parts prior to fitting. No warranty will be provided with second hand or used parts.

Any warranty offered will become invalid if the manufacturer's marked label is removed or tampered with in any way from the parts installed during a repair.

Parts are only covered under warranty that fail due to manufacturing defects for the said parts and confirmed by the component manufacturer. Should the part fail because of mishandling of the computer equipment or inadequate subsequent servicing or failure from "fair wear and tear" the warranty becomes invalid.

Damage to a computer system or its components supplied by Softque Computers LTD under a repair contract caused by a power surge or spikes, including but not limited to mains power and telecoms connections or other unspecified sources e.g. voltage fluctuation, amperage fluctuation, water ingress are not covered under the warranty.

Furthermore, the warranty does not cover for any loss or damage due to negligence, mishandling, accidents, theft, water flooding, war outbreak, electrical storms, fire outbreak, earthquakes, or any other act of God.

Manufacturers Warranties

During the performance of our services, we may affect a manufacturer's warranty validity. It is the Client's responsibility to determine the consequences of our services on any manufacturer's warranty and take the appropriate action necessary.

No Fix No Fee Policy

Softque Computers LTD "No Fix - No Fee" policy means that if an Engineer cannot fix the problem with the equipment or does not possess the necessary technical skills, knowledge or ability to resolve the problem or effect the repair, then in this instance there is a "No Charge" for the services provided to the Client. It is at our Engineers discretion whether or not a repair is possible.

It is agreed however that we must be given sufficient time and access to the equipment to diagnose the problems.

However, if the Engineer is able to resolve the problem but is prevented from doing so by the Client instructing the Engineer not to proceed with the service or repair, then in this instance, the Client will be charged

for the time spent up until that point (a minimum of 2 hours at the standard hourly rate).

Additionally, if the Engineer is able to resolve the problem but prevented from doing so because the Client does not possess the required accessories, the CD for third party software or software Product Key, then in this instance the Client will be charged for the time spent up until that point (a minimum of 2 hours at the standard hourly rate plus).

Furthermore, if the Engineer provides a clear and precise diagnosis of a failed component within the equipment, however the Client decides not to proceed with the repair or replacement of the said component, then the Client will be charged for the time spent up until that point (a minimum of 2 hours at the standard hourly rate plus).

This policy does not apply to work performed to recover data, solve computer virus, malware or spyware issues or in cases in which the equipment was affected by a lightning strike.

Misquote

If we provided a quotation and subsequently discover that the quote is incorrect, we reserve the right to cancel the order and return your equipment without any repairs carried out. We will contact you at the earliest convenience to advise you of the situation and you will be given the option to proceed based on a new revised quotation or the order can be cancelled.

If you choose to cancel the order, any monies paid in advance for the repairs will be refunded in full.

This Agreement

All contracts formed between Softque Computers LTD and the Client shall be governed by and construed in accordance with and governed by the laws of Great Britain and Northern Ireland.

Each party agrees that any disputes not resolved by the normal complaints procedure will be submitted to the court within the jurisdiction of Northern Ireland.

Correctness of Information and Disclaimer

Although every effort is made at all times to make sure the information contained in our website and in our documentation provided is accurate, current and reliable information, it should be recognised there is a possibility of errors in the information contained within. Softque Computers LTD expressly denies any warranty of the accuracy and reliability of any information provided in their website or documentation. Softque Computers LTD shall not be held liable for any losses caused by anyone's reliance upon the accuracy and reliability of the information contained within.

We reserve the right to amend the content of our website and or our documentation at any time without prior notice.

We cannot accept any responsibility for other websites we do not control, which may be linked to or from our website.

It should be noted, that services and or products indicated in this website might be altered, modified or discontinued at any time without prior notice. It should also be noted that published fees for services, repairs and or products are subject to change without prior notice.

Softque Computers LTD has the right, at their discretion, to refuse the supply of goods and services.

Softque Computers LTD reserves the right to change their terms and conditions at anytime without prior notice.