



DialaGeek Ltd – TERMS AND CONDITIONS OF SERVICE:

DialaGeek Ltd (“DAG”) provides mobile on-site computer maintenance, support and consulting services (“the services”). The services are provided to the Customer subject to the following Terms and Conditions of Service. The Customer agrees that by confirming a booking the Customer agrees to the Terms and Conditions of Service set out herein.

1.Appointments and Rates

1a. DAG will attend the Customer’s premises or connect remotely at the pre-arranged time.

The Customer will pay for the services provided, at the following rates:

Customers within the Bristol Area:

Call-out (including the first hour’s attendance) – £65.00 per hour ex. VAT

For each subsequent quarter hour or part thereof – £16.25 ex. VAT

1b. DAG normal working hours are Monday-Friday, 09:00 – 17.00, out-of-hours available on request at £90 per hour ex. VAT

1c. For on-site visits, The Customer shall remain at the Customer’s home or premises while DAG employees are in attendance.

2. Cancellation

2a. Cancellation of any appointment must be advised to DAG no later than 2 hours on the day of the appointment. DAG reserves the right to invoice any Customer where cancellation occurs less than two hours prior to any appointment.

3. “No Fix No Fee” Policy

3a. If the engineer can offer a solution but the customer chooses not to proceed then the customer will be charged for the time spent up to that point.

3b. If the engineer is only prevented from resolving a problem because the customer does not possess the appropriate software disks, drivers or product serial numbers the customer will be charged for the time spent up to that point.

3c. If the engineer diagnoses a fault with a customer's Internet Service Provider, even when the ISP attempt to deny any fault the customer will be charged our standard rates for the time spent.

3d. If the engineer diagnoses a fault with 3rd party software not functioning due to a system upgrade or other factors beyond our control, the customer will be charged our standard rates for the time spent up to that point.

4. Payment

4a. The Customer will pay DAG the amount stated on the DAG invoice/work report at the time DAG attends the Customer's premises. DAG will attend the Customer's premises for the period agreed by the Customer prior to or at the commencement of the appointment. DAG will endeavour to diagnose and/or remedy the problem(s) described by the Customer at the commencement of the appointment. If the problem(s) has not been remedied at the end of the first hour of DAG attendance, DAG will discuss with the Customer the options available. The Customer may ask DAG to continue working on the problem(s) or make a further appointment. The Customer may terminate the appointment at any time. On termination, the Customer will pay DAG the amount incurred in respect of any additional time, if any, beyond the first hour's attendance. Payment is to be made in cash, cheque or electronic payment.

5. Liabilities

5a. DAG accepts no liability in respect of any problem(s) it may not remedy due to any matter beyond its control including but not limited to the age, specification or condition of the Customer's hardware or software, Customer's failure to provide appropriate software discs, drivers or product serial numbers or any fault with the Customer's Internet Service Provider.

5b. The Customer hereby confirms that a full back-up of the Customer's hard-drive has been made prior to DAG commencing the services and that there is no legal restriction or impediment to DAG providing services to the Customer.

5c. Under no circumstances shall DAG be liable either in contract, tort or otherwise, to the Customer, its employees, agents, or any third party, for any injury or damages, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, or other liability arising out of, or related to the services provided by DAG or out of the installation, de-installation, use of, or inability to use the Customer's computer equipment, hardware, software or peripherals. The Customer will, upon demand, indemnify DAG in respect of any loss, damage or injury arising

from the provision of the services. For the avoidance of doubt DAG has no liability for Customer data lost or damage incurred in any circumstances whatsoever.

6. Confidentiality

6a. DAG will maintain the confidentiality of the Customer's files and/or data and undertakes not to provide any Customer information to any third party save in the event it is lawfully required to do so. DAG reserves the right to refuse the provision of services for any reason including but not limited to circumstances such as the presence of material of an obscene or pornographic nature on a Customer's computer. If for such reason DAG terminates the services the Customer shall be liable for and pay to DAG, at that time, the charges incurred in respect of time spent, in accordance with clause 3 above.

7. Goods provided by DAG

7a. DAG may make recommendations to the Customer or the Customer may request that a product (including software) is provided by DAG in order that DAG can perform the services. All expressed or implied warranties, description, representations and conditions as to fitness or suitability for any purpose in respect of the services, including in respect of any product, including but not limited to any item of software, hardware or peripheral provided by DAG, are expressly excluded. For the avoidance of doubt, DAG has no liability as to the suitability for the performance of the services, of any product manufactured, sold or supplied by any third party, whether or not that product has been recommended to the Customer by DAG. Any hardware, software or equipment provided to the Customer shall remain the property of DAG until full payment is received.

8. Return Visit & Complaints Policy

8a. In the event of any dissatisfaction with the service provided by DAG, the Customer should immediately contact DAG on 0117 369 4335. DAG will make an appointment for a return visit and will endeavour to rectify the problem. If the cause of the dissatisfaction was due to a matter beyond the control of DAG, the Customer shall pay for the additional time incurred at DAG normal rates. If the problem arose directly as a result of DAG previous attendance no further charge shall be made.

8b. DAG will always endeavour to come to a mutually satisfactory outcome in the event of any dissatisfaction with any service or goods provided, customer service is our number one consideration.

9. Support Plan Terms and Conditions (for reference only)

9a. [Support Plan Terms and Conditions PDF](#)

DialaGeek Ltd is a company registered in England and Wales company number 07550944 VAT

Registration Number: GB 110 5614 64