

The PC Crew Terms and Conditions (December 2020)

The terms and conditions set forth below are a legal agreement between you (the Client) and The PC Crew. These terms and conditions shall apply to all goods and services supplied to the Client by The PC Crew.

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.

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

Commission Agreement

By commissioning The PC Crew, 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 The PC Crew.

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 The PC Crew, 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 timescale involved. In some circumstances, The PC Crew will charge for an evaluation, this will be agreed prior to commencement.

The PC Crew 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 The PC Crew, its employees and agents to receive and transport equipment to and from the Client’s premises to the offices of The PC Crew.

Repair Order Process

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

Name

Email

Address

Landline contact number and/or

Mobile contact number

Computer passwords

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

Client Legal Right

The Client is the legal owner of the computer equipment handed over to The PC Crew for repairs. It is also acknowledged that all data stored on the computer equipment is the Client's property however The PC Crew may have a requirement to access this data, by entering this agreement you are allowing The PC Crew access to your data files.

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 Client's address or picked up from The PC Crew place of business unless by special previous arrangement.

If credit terms are approved, payment in full must be made within the written specified time from the date of the invoice. Beyond that, 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. The PC Crew 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, cheque, bank transfer and all major credit and debit cards. 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.

All computers, computer parts, hardware, and software that need to be specially ordered may be paid for in advance.

Estimate for Repairs

Upon initial inspection of the equipment, a verbal estimate will be provided for the necessary repairs. Please specify if you require this in writing. All quotes and any subsequent charges are subject to VAT at the current rate and in sterling. The repair estimate is a guide only and may be subject to change. We will endeavour to advise of any changes to the estimate however we reserve the right to proceed wherever the estimate isn't subject to more than 30% increase.

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 by phone, email, calling into 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 our drop in charge, details are available at <https://www.thepccrew.co.uk/services/home-and-business-visits>

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 1 hour 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 1 hours prior to the agreed time, the Client may be subject to a charge equivalent to 1 hour of our standard hourly rate.

Service or repair cancellations or amendments 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 may be subject to a charge equivalent to 1 hour of 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

Equipment not collected 14 days after job completion will incur a daily storage fee of £5 per day and after 30 days we will assume you no longer want your equipment back and will dispose of it accordingly. If we intend to dispose of your goods in this way you will be informed by phone and in writing beforehand. Any funds received will be used to recover our costs and any outstanding invoices owed by you, should there be any funds remaining, they will be refunded to you at the address provided on your equipment receipt. Any goods not collected after 30 days will be disposed of regardless of ownership.

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

The PC Crew 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 The PC Crew has to perform a lengthy backup procedure to protect the Client's own data in order to complete the repairs.

There will be occasions when we are required to backup and store data, files, photos, music and emails. This data may remain on our systems for some time or until such an occasion when we delete it. If you require data to be deleted immediately after repair, please contact us in writing or by email. Please note that backup can be deleted any time during or after repair so cannot be used as data storage or backup

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

The PC Crew will not be liable for any damage caused to other equipment by parts supplied following any repair.

Data and programs Stored on Computer Equipment

The PC Crew, 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.

We reserve the right to refuse to install software if we suspect that it is not legal or correctly licensed. We will be unable to install licensed software without a valid licence key. Your data may be copied and stored on our backup devices at times, and we reserve the right to contact relevant authorities should illegal files or activity be identified on your equipment.

Limited Liability

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

Additionally, The PC Crew 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.

The PC Crew 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 The PC Crew, 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 Client's own risk and accordingly The PC Crew shall not be held liable for any such losses associated with such advice or recommendations.

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.

New/Clean Installation

In some cases such as hard drive failure or extremely damaged operating system, it may be required to backup data, erase hard drive and completely reinstall the operating system. We will endeavour to reinstate common software such as office, anti-virus, emails etc however we will require license keys, disks, usernames and passwords where required. If this is not supplied, we may not be able to restore software. Full backups of user files will be made however we cannot guarantee their integrity. 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.

Warranties

All repairs are covered by our 7-day return to base guarantee. Which means if the same fault re-occurs within a short time period (normally 7 days) and you return your PC to us, we will happily reinvestigate the problem, crediting any previous labour charged towards the cost of reinvestigating the same problem. Where the reinvestigation charges exceed previous charges, we reserve the right to invoice the difference.

Software (Microsoft Office, anti-virus, cloud backup etc.) supplied by The PC Crew is not covered under any The PC Crew warranty. We can repair any software faults but repairs will be charged at our normal rates. Alternatively, support is available from the software providers.

All new computer parts supplied by The PC Crew 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, these may have a reduced warranty. 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 unless otherwise agreed

Any warranty offered will become invalid if the manufacturers 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.

NEW COMPUTER SALES – TERMS & CONDITIONS

The PC Crew Built Computers (Warranty)

New PC Crew Built computers are covered by a 1 year return to base warranty. The warranty period applies from the date of purchase by the first customer and is transferable only between end-users. The warranty covers manufacturing defects only.

The liability of The PC Crew (or its appointed maintenance agent) is limited to the cost of repair and/or replacement of the product under warranty. The warranty is invalidated if the defect is caused (howsoever) by misuse, neglect, and tampering or incorrect adjustment. It is invalidated if unauthorized persons carry out any alterations and/or repairs.

Return to base means it is the client's responsibility to return the equipment to The PC Crew offices. Where possible repairs will be carried out on site however repairs may be resolved quicker if returned to us. Repairs could take up to two weeks depending on component availability.

The warranty covers hardware only. Hardware refers to components such as the case, motherboard, processor, memory, hard drive, graphics card etc. Software, anti-virus and operating system faults/failure is not covered under warranty. The warranty also excludes the support of software purchased from The PC Crew including anti-virus and office products.

Damage to a computer system or its components supplied by The PC Crew 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.

The PC Crew is not responsible for loss of data associated with mechanical failure and it is the owner's responsibility to ensure a correct backup facility is in place.

If the hard drive or complete system requires replacing, the warranty covers the cost of replacement only and doesn't include data recovery, transfer of data and setup, this will need purchasing separately.

If setup and data transfer was obtained at the time of purchase, please ensure that all files have been transferred and all required software installed prior to the engineer's departure. The PC Crew is not liable to return visits owing to missing files and uninstalled software.

Your new PC comes pre-loaded with Microsoft Windows. Windows software included basic software such as internet explorer, media player basic anti-virus etc. It does NOT include office software, security software, iTunes, Skype, etc. These will need to be downloaded, installed and configured superstructure and may incur additional charges.

Your new computer is custom built for you, the components have been separately purchased therefore once payment has been received you have entered a contract, no refund in part or full will be available under ANY circumstances.

The PC Crew Refurbished Computers (Warranty)

The PC Crew refurbished computers come with a limited warranty, the duration of which is outlined at the time of purchase. It covers hardware only, i.e., any mechanical components. It does not cover software and operating system errors. In addition, laptop batteries are not covered by the warranty. If a warranty claim is received during the official warranty period, The PC Crew will

attempt to repair the machine however in some cases it may be more cost effective to replace a component or the whole computer. In which case we will supply a replacement machine of a similar quality and age.

Third Party Computers and other hardware

Branded computers and equipment are covered by the manufacturers own warranty. Please enquire at the time of purchase. A warranty claim may result in the equipment being sent back to the manufacturers; timeframes are subject to individual manufacturers own policies.

This Agreement

All contracts formed between The PC Crew 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. The PC Crew expressly denies any warranty of the accuracy and reliability of any information provided in their website or documentation. The PC Crew 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.

The PC Crew has the right, at their discretion, to refuse the supply of goods and services.

The PC Crew reserves the right to change their terms and conditions at any time without prior notice.

THE PC CREW HOME CARE PLAN TERMS AND CONDITIONS

CARE PLAN OUTLINE

The PC Crew Care Plan provides ongoing care, protection and maintenance for all computers covered under the scheme. Here is a list of inclusive items:

RMM – This tool, shown as an orange icon in the taskbar (bottom right) is the engine that drives the care plan and provides all the monitoring, maintenance, remote capability, anti-virus management and reporting.

Alerts – The PC Crew are notified when any one of a series of alerts occur, for a list of all alerts please click [here](#)

Ongoing care/maintenance – The RMM tool will perform a number of ongoing scans and maintenance procedures. This list is constantly evolving. For a full list of all scheduled procedures please click [here](#)

Anti-virus – Professional, managed anti-virus provided by Bitdefender Endpoint

Cloud Backup – All local files backed up to a secure cloud server. Folders backed up by default are Documents, Pictures, Music, Video & Desktop

Remote Assistance – Basic remote procedures lasting up to 5 minutes to resolve minor, non-hardware related items.

Workshop Visits – Pre-booked workshop visits up to 5 minutes to resolve minor, non-hardware related items.

TERMS AND CONDITIONS

The standard [terms and conditions](#) of our business apply, plus the following, pertaining to the care plans.

The PC Crew reserve the right to cancel any care plan without reason or notice

To cancel any care plan please notify us by email giving at least 1 month's notice to allow direct debit and other services to be terminated. Notification must be provided or charges will continue.

Removal of any software after cancellation is the responsibility of the customer.

Please note, the care plan covers services outlined above and does not include visits or workshop repairs outside the terms outlined above. To clarify, VISITS ARE NOT INCLUDED and will be charged at our normal or discounted hourly rates.

Remote assistance and workshop visits are provided on a fair usage basis and we reserve the right to terminate this service at any time if we feel this is being abused. Remote sessions are designed to resolve minor issues and cover approx. 10 minute sessions. If issues are not resolvable in this time a chargeable visit or workshop session may be required. Remote assistance and workshop visits will be provided when available and need to be booked in advance. We cannot guarantee availability for the services and there is no time limit as to when sessions will be available. We will always do our utmost to provide this service as promptly as possible. We aim to provide remote sessions within 48 hours however will attempt when possible to perform them next or same day.

The remote assistance module allows for anytime access to your computer once login has occurred. Please be aware that if your business or computer usage requires confidentiality you must advise us and we will turn this feature off.

THE CAREPLAN DOES NOT PROVIDE ANNUAL OR 6 MONTHLY VISITS

The PC Crew is NOT responsible for the failure of any of the provided services and will not be liable for any loss or damage to data/services or liability to the care plan owner or any third party.

The software that runs on the client computers requires a reliable fully operational computer. If a computer is not deemed suitable charges may occur or installation may not be possible.

Home visits and workshop sessions will be available to book and there may be a delay at busy times