

**Frometech  
Terms & Conditions Contract**

**PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY.**

These terms govern the provision of any computer support services ("Services") provided by Frometech

Frometech provides you with access to and use of the Services subject to your compliance with the Terms. Frometech reserves the right to refuse to provide the Services to anyone at any time without notice for any reason. You represent and warrant to us that you are at least 18 years old; you have the right, capacity and authorization necessary to legally bind yourself to the Terms. By engaging with Frometech you are accepting to be bound by the terms and conditions stipulated below.

**1. General**

All quotations, orders and contracts are subject to these conditions of sale and no other and these conditions shall override any terms and conditions stipulated, incorporated or referred to by the purchaser whether in any order or in any negotiations the conditions shall apply save as by anything contained in Frometech 's original contract or offer document. The terms herein appearing shall supersede any oral agreement or collateral contract. No variation or modification of the terms hereof shall be effective unless in writing and signed on behalf of Frometech.

**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. You must be the owner, or have the permission of the owner, for us to work on your equipment. We will only take instructions for work from the designated owner.

If equipment is left with Frometech and is not collected within sixty (60) days after we notify you that the requested service is complete, we will contact you via phone and email. After a further two weeks we will treat your equipment as abandoned and becomes the sole property of Frometech. You agree to hold Frometech harmless for any damage or claim for the abandoned property, which we may discard or resell at our sole discretion. Any and all charges are still your responsibility.

**3. Price**

Unless the rate of charge is agreed beforehand, Frometech will charge for work done and goods supplied at their current rate of charge at the commencement of the contract, as stipulated on the company's website. In all cases, whether or not a contract has been quoted, Frometech reserves the right to pass on to the purchaser any increase in cost incurred by Frometech during the period of the contract, whether in labour, goods or services.

Any verbal quote given by Frometech is given as a guide based on limited information provided by a customer. A verbal quote is intended to give the customer an estimate on the price and not an assurance that the product or service will be sold at that price.

Any written quote will be provided by Frometech at that price. All written quotes are valid for 14 days from date of quote. Once work commences, after a technician has evaluated the system, should it appear that the cost to repair is more than quoted, no work will commence without explicit client approval. In the even that a price increase affects a current job, the customer would be informed via telephone and consent sought before the continuation of work.

**4. Lien**

Frometech are to retain lien over all work produced by them and over all goods supplied by them, until such a time as all sums due to Frometech have been discharged by the purchaser and whether such sums payable are under a current contract or any previous contract.

**5. Alterations**

Any deviation from the purchaser's original specification of work to be carried out by Frometech shall be charged to the purchaser at Frometech's usual rate of charge.

## **6. Payment**

- i. Payment to Frometech is made within the agreed terms of payment specified, with payment being returned within **14 days** of their invoice, time of the payment being of the essence. If the price is not then paid, Frometech may bring in action for the price even though property or title to the goods has not yet passed to the purchaser. The price is deemed not to have been paid until Frometech is in receipt of cleared funds or until the amount of payment is credited to its bank account. Interest at 3% per annum above the Bank of England base rate shall be charged on any balance outstanding after 14 days. This contractual interest rate continues to accrue after judgement until the debt is paid. Any query made to Frometech within 14 days of the date thereof where after the invoice is to be conclusive proof of the sum due to Frometech except in the case of manifest error appearing on the face of the invoice itself.
- ii. Regardless of status of the purchaser agrees upon engaging with Frometech as per clause.2, to personally guarantee with unlimited liability as an individual all contract payments and amounts accrued within a specified contract agreement or period.
- iii. Payments must be made in British Pound Sterling
- iiii. Payment must be made by either Cash, Electronic Bank Account Transfer, Credit Card, Debit Card, Paypal or cheque. If payment is via cheque the cheque cannot surpass the value of the sum of the cheque guarantee card.

## **7. Invoices**

Frometech reserves the right to render interim invoices.

## **8. Onsite Services**

For in-home or in-office services, you agree to provide full access to computer systems, systems, peripherals or software that are to be serviced and that power, network connectivity and a safe climate controlled work environment is provided along with full co-operation and access to enter your home or business to perform services. A person of at least 18 years of age must be present during the entire period services are provided. If no adult is present when our technician arrives services will be denied and a cancellation charge equal to one hours work onsite will be charged.

## **9. Software Installation**

Frometech may need to download and or run software on your personal computer to help diagnose and resolve your personal technology problem. Frometech may need to reinstall software that was included as part of your computer's original configuration.

You agree that we may download and utilise Software from third party web sites and/or removable media and accept any applicable license agreements on your behalf. You acknowledge and agree that we may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty days) unless you purchase a license to continue using such Software.

## **10. Backup Services & Potential Data Loss**

While Frometech will make all reasonable efforts to safeguard the contents (data) stored on your computer, you understand and agree that prior to contacting or allowing Frometech to perform diagnostic, repair, or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives if you so desire. You acknowledge and agree that Frometech shall not be responsible under any circumstances (apart from proven negligence of a Frometech employee) for any loss, alteration, or corruption of any software, data or files. If you do not have a backup of your software and data, we can provide you with our data backup service at an additional cost. However, we cannot guarantee the integrity of the data when backing up.

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

**12. Warranty** Frometech offers the following warranty periods:

**1 month warranty for labour** - All work is covered by a labour only 28 days warranty. If the same problem re-occurs within 28 days of the original repair (stated on the invoice), Frometech will only charge for any additional parts that may be required. Excludes faults caused by software, virus and end user errors

**1 year return-to-base manufacturer's warranty on new hardware** - All hardware, software and/or equipment sold may be a third party product or service. Any repair work carried out may be protected by the original manufacturer warranty. This does not include replacement laptop and tablet chargers and batteries. Frometech cannot be held responsible for any damage caused to your laptop or tablet from third party chargers and batteries supplied by Frometech.

**3 month return-to-base warranty on second hand hardware**

Equipment is only covered for faulty workmanship on parts, and for parts that fail due to manufacturing defects recognized by the component manufacturer. In the event that the Warranty parts are not available the client will be informed of the delay and the revised expected repair time. Warranty repairs are carried out under the terms of the manufacturer warranty conditions. Warranty parts are supplied by the equipment manufacturer.

If a warranty repair is found to be outside of the warranty terms, it will be deemed as a "Non Warranty Repair" and charges will be applicable.

### **12.1 Non Warranty Repairs**

Whilst every effort is made to repair within a few working days, it is subject to parts availability. All parts used on Non Warranty repairs are manufacturer supplied unless otherwise requested.

### **12.2 Warranty Exclusions**

Warranty does not include accidental damage. E.g. liquid damage, cabinet or component breakage due to misuse. Damage caused by power surges or spikes, including and not limited to, mains power and telecommunications connections, or to other unspecified sources, voltage fluctuation, amperage fluctuation, rust or corrosion, are not covered under warranty. Warranties do not cover loss or damage due to negligence, accidents, theft, flood, fire, earthquakes, electrical storms or any other act of God or any war related events.

The warranty on any hardware will be voided if any sticker placed on the warrantable equipment is removed, broken or tampered with.

This warranty does not cover failure of equipment due to the system not being serviced adequately, or failure from "fair wear and tear". This warranty does not cover repairs for the replacement of parts due to incompatibility. The warranty holder will be liable to pay for these repairs.

The client is aware of the inherent risks of injury and property damage involved in laptop/desktop/server 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 Frometech, and assumes any and all known risks of injury and property damage that may result.

**13. Limited Liability** Frometech 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 Frometech be liable for any damage to hardware, 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 Frometech has been advised of the possibility of damages or loss to persons or property. Frometech 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 understands that Frometech cannot be held responsible for delays in delivers of replacement hardware or software and that the delays will lead to the original agreed timeframe being passed. The client acknowledges that during busy periods that agreed fixed timeframes may be passed, but the cost to the client will be reduced to our lowest workbench change of 3-5 day fix. Frometech acknowledges that customers must be kept informed of delays during busy periods.

The client and Frometech agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Frometech's option, additional attempts by Frometech to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of Frometech services would be much greater if Frometech undertook more extensive liability.