

# TERMS AND CONDITIONS

In these terms and conditions, references to “we” and “us” are to PC Kings, trading and known as PCKings.uk. By using services provided by PC Kings, you are entering into a contract with us. The terms below set out our obligations to you and what you are agreeing to.

We accept that we have a Duty of Care to exercise Due Diligence in the performance of our Services. The following Terms and Conditions take this obligation into account.

## REPAIR SERVICE

**IMPORTANT:** You are responsible for ensuring that you have backed up (made a useable copy of) all data on your computer or device before we access your system. We cannot be held responsible for any loss of data, pictures, media, information, software or programs on your computer or device.

If you have not made any backups of your data, then we can do this for you by prior arrangement. Please contact us as soon as possible to arrange for your data to be backed up before we start work on your computer or device. Please note, mechanical failure of your hard disk, SSD or other components attached to your computer/device can occur without warning during our intensive diagnostics process. Virus and Malware infections can also damage your data and could lead to unpredictable problems which could then result in data loss.

For some repairs / services, we may need to re-install your operating system. This involves reformatting your hard disk and re-installing the operating system. This reverts your computer/device back to the point when your computer was first purchased (all personal data files will be erased). We will contact you prior to doing this but if you require your data to be backed up prior to the reformat (and restored back to your computer once the operating system has been re-installed), please let us know. There will be additional charges associated with this service.

## ON-SITE REPAIRS AND SERVICES

If you book an on-site mobile repair technician appointment, we will need the following at the time of appointment:

- Full access to the equipment being repaired.
- Electricity mains power & lighting
- Your agreement to follow our reasonable instructions
- A responsible adult aged 18 or over to be present during the visit

Your computer system should have a valid Windows operating systems or Apple OS X operating system installed. If you have no valid operating system, we will need to purchase and install a retail version of the relevant operating system for your computer/device. Additional costs and time will be involved. We are unable to work on unlicensed operating systems and unlicensed software.

## REMOTE REPAIR

Some issues are not feasibly capable of resolution remotely but we will use reasonable amounts of skill and care to rectify problems that you have reported to us. It may be necessary for your computer equipment to be delivered to our workshop to resolve your problem but we will talk about all available options at the time of the remote repair session.

## LIABILITY EXCLUSIONS

Although we do not have specific knowledge of your computer/device configuration, we will attempt to minimise disruption to your system as much as we can. We cannot be held responsible for any unforeseen issues that may arise from any of our services.

Please note that if your computer system/device or equipment is under manufacturer warranty, our services may affect manufacturer warranty validity. It is your responsibility to assess the effect that our services may have on any manufacturer's warranty.

Unless the loss or damage is caused by our negligence, we cannot be held responsible or liable for any service performed for you by us regarding:

- Any loss of data, data corruption, loss of images, documents, emails, software or information

- Any financial loss, or loss and interruption to business or contracts
- Any failure by you to follow our reasonable recommendations or instructions
- Any losses or issues you may suffer due to your use of (or failure to use) any anti-virus / security software
- Any loss that is not reasonably foreseeable.

## ONE YEAR WARRANTY

Our Warranty's and/or Guarantees are not underwritten by a third-party insurance policy. Unless stated, all new hardware carries a one-year hardware warranty on parts. Software repairs carry a 30-day warranty on labour charges. If in the unlikely event of the same software problem reoccurring or, any other fault (which is related to the service provided) we will either try again to fix the problem at no extra charge or, if we cannot fix the problem, we will refund your payment in full for the services performed.

This excludes:

- faults caused by the failure of other hardware components
- software which occurs after the repair has taken place
- faults caused due to incorrect use of software
- downloaded material
- virus and malware infections
- faults arising from accidental damage or incorrect use of the product

## LIMITED WARRANTY

Although we offer a standard warranty for all repairs, there are some exceptions. We will indicate to you at the time of repair or collection of repair, what items have a limited or exempt warranty. This includes but not limited to the following items:

- GPU / BGA / CPU Reflows – One Month Warranty
- Liquid Damage – No Warranty

## TRADE REPAIR WARRANTY

Trade repairs carry a maximum 30-day warranty unless agreed prior to the repair.

## FREE DIAGNOSTICS

In most cases, this is a free service we offer to all of our customers on condition you intend to have your device repaired by us. As it can sometimes take many hours to fully diagnose your computer, a small charge is levied for this service should you decide to not go ahead with the repair. This will normally be charged at £20 Business / Trade Customers will be charged a £20 + VAT standard diagnostics charge.

## CANCELATION

Repair contracts can be cancelled by you but once you have accepted our repair quote, we will proceed with the work and the ordering of any components associated with the quote. If you change your mind and attempt to cancel the agreed repair, we will charge you for any labour expended or components ordered, that we cannot recover the costs of, subject to your right of cancellation as stated at the start of this paragraph.

## ABANDONED COMPUTERS

Any computer that has been left abandoned at our premises for over 60 days will be recycled or disposed of, unless prior arrangements have been made with us to retain it for a longer period. It is important that you check your contact details on your invoice, email or quote at the time of booking to ensure that we have your correct and up-to-date contact details. We will not be held responsible for any inaccuracies in the contact details you provided us with. We will endeavour to contact you before we recycle or dispose of your computer or device but we cannot be held responsible if our attempts at contact prove unsuccessful for whatever reason. We will retain written evidence of our attempts to contact you in the form of postage receipts, record card entries or telephone

logs. If there is an outstanding fee due to us and your computer/device remains uncollected for more than 30 days, (and the invoice is outstanding), we reserve the right to sell your computer/device to recover our costs. We will retain written evidence of the sale and the price we achieved at sale.

## REPAIR & DIAGNOSTICS TIMES

Although we aim to get your device repaired / diagnosed as quickly as possible, the service can sometimes take longer than anticipated. We normally aim to diagnose and repair within 3-10 business days but sometimes the repair can take longer. We often have to source parts from outside of the UK and this can take several weeks before we receive the parts and they clear customs. We will not be held responsible for any repairs that exceed our estimated completion time. We will make every effort to inform you if we expect a delay in our service. If you would like a status update, please get in touch by your preferred method.

## PERSONAL DATA

During the booking-in of your computer, we will ask you for certain details we require to perform our service. This includes your name, address, phone numbers and email address. We may also require your administrator username and password to access your computer to complete our service. Other software-specific passwords and usernames may also be required.

We may record or keep a detailed note of your conversations for record-keeping purposes.

If, during the normal course of our diagnostic and/or repair work on your computer/device, we discover Illegal Content, we may be obliged by law to report this content to the Police without prior notification to you.

## COMPLAINTS

Please contact us if you have any complaints or concerns regarding any service we have undertaken for you. We will aim to resolve your complaint in the shortest possible time.

### COMPLAINTS HANDLING POLICY

## OUR POLICY

PC Kings is committed to providing the highest levels of care to all of our customers. If you are in any way dissatisfied with our products and/or services, then please let us know as soon as possible. This will help us to continually improve our service to you.

What to do if you have a complaint:

Please contact us at PC Kings, The Precincts, Crosby, Liverpool, L23 0TP, detailing the nature of your complaint. We would ask you to provide your contact details, and indicate your preferred method of communication, e.g. telephone, email.

## OUR COMPLAINTS PROCEDURE

Complaints can be made by letter, fax, email or telephone.

We will acknowledge receipt of your complaint, using your preferred method of communication, within three working days.

We take all complaints seriously and aim to address your concerns thoroughly, promptly, and politely.

Complaints should normally be directed to the member of staff with whom you have been dealing, in order to allow them to explain what actions have been taken and to help resolve your concerns.

We aim to resolve all customer complaints as quickly as possible. The length of time will depend on the issues involved. If it is not possible to reach a prompt conclusion, we will contact you with an explanation, and set out expected timescales by which matters should be resolved.

Any correspondence will be treated in confidence. An exception will be made in the event that a third party is implicated by your complaint, and we need to discuss the details of your issue with them in order to reach a satisfactory conclusion.