

## Terms and Conditions of Service and Sale

1. General;
  - a) Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
  - b) We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We will take all reasonable care in selecting and instructing a Third Party Contractor.
2. Service: AMCL Computer Services Ltd will supply the customer its services between 9.00 and 17.30. Service required outside of these hours will be charged as agreed between both parties prior to the service being provided.
3. Any service warranties will be relative to the original task, an onsite job will carry an onsite warranty and a workshop job will only carry a return to workshop warranty. Should the customer require an onsite visit relating to a previous workshop repair a call-out charge will apply. AMCL guarantees its repairs for 60 days from completion, excluding reoccurrence of viruses and software corruption due to general use. Any parts fitted will carry a manufacturer warranty as specified prior to fitting.
4. No Fix, No Fee will only apply if AMCL is unable to repair the product. A Service visit/diagnostic charge will apply should the customer choose not to proceed with the repair.
5. A diagnostic charge relevant to the product is required at the onset of the job.
6. Payments:
  - a) An Invoice becomes due for payment on the completion of the agreed job. Maintenance cover invoices are required to be paid in full within 7 days of invoice date. Where the customer has defaulted on payment terms AMCL reserves the right to terminate any maintenance cover without written notice and will not become liable for outstanding jobs.
  - b) Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [6%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
7. Rental invoices become due on the commencement of the rental or renewal. AMCL reserves the right to remove any of its rental equipment if payments are persistently late.
8. Title: Title remains with AMCL until cleared funds are received in full.
9. It is the customers' responsibility to back up their data as a precaution. AMCL will endeavour to preserve original data in the condition received at the commencement of the job, however AMCL cannot be held responsible any data loss how so ever caused with the exception of negligence.
10. Customers who have not collected their equipment within 90 days of being informed their item is ready, will be served with a 90 day disposal notice. AMCL may dispose of the equipment as it sees fit and any proceeds from the disposal will be used to offset any monies due to AMCL. This also applies to any equipment collected by AMCL staff from customers' premises, where the customer has not made them-selves available to receive the said equipment within 90 days.
11. Warranties: All goods supplied (such as printers, monitors, etc) are covered by manufacturer warranties. From the 8<sup>th</sup> day of purchase the customer must contact the manufacturer directly for repair or exchange.