



PC Surgery, PO Box 5815, Southend On Sea, Essex, SS1 9EH  
Tel: 01702 668419 Website: [www.pc-surgery.com](http://www.pc-surgery.com) E-Mail: [info@pc-surgery.com](mailto:info@pc-surgery.com)

## Terms of Business

By using **PC Surgery** to carry out a service you agree and accept the following Terms and Conditions. These terms may be changed at anytime and you may download updated terms and conditions from [www.pc-surgery.com](http://www.pc-surgery.com)

### 1. GENERAL TERMS

#### LATE PAYMENTS

Please be aware that we operate a STRICT payment policy. **ALL** invoices **MUST** be paid within **14 days of issue** and we do not tolerate late payments on accounts. If for any reason your invoice becomes overdue we reserve the right to charge a late fee of £30.00, this will be added to your invoice on the 1st day your account becomes overdue and each subsequent month until the account has been paid in **FULL**. If we are providing you with website hosting facilities these may also be suspended until the balance is paid in **FULL**. **This includes e-mail, databases and data bandwidth.**

#### PROMOTIONAL DISCOUNTS

Discount cards / vouchers can only be used once and not used with any other type of discounts. Discount cards can not be used against service costs (labor). They cannot be used against software, hardware, hosting. The voucher must be presented at the time of the job to qualify for the discount.

### 2. WEBSITE DESIGN

If we service / design your websites then the following terms apply

Registered Business. Company No: 6553988



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### **NEW WEB SITES & DEMONSTRATIONS**

If we are putting together a demonstration website for you then this will be done FREE of charge. However this design and template will be very basic. Our timescale for NEW website(s) quotations is within 30 days.

### **UPDATES TO WEBSITES**

If we are maintaining your website on a continuous basis then the agreed time scale for General updates is within 48 hours.

However some updates that use large amounts of database and web coding may need researching and could take longer than 48 hours. If this is the case, then an estimated timescale will be provided before the work is carried out.

### **3. COMPUTER SERVICES**

If we service or use your computers / network servers then the following terms apply

#### **COMPUTER REPAIR & MAINTANENCE**

**We can not be held responsible if for ANY reason your data is affected or damaged on your pc's or networked systems. This includes working from a computer terminal within your premises or remotely from our offices.**

**Due to the nature of the business, we do not guarantee a continues support service.**

**If we replace a part in your computer this will be covered for 30 days, in the unlikely event that the part is faulty we will replace free of charge with no call out fee.**

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### **NO FIX, NO FEE SERVICE**

PC Surgery currently operates a 'No Fix, No Fee' service. This means if you book PC Surgery to visit your address and we are unable to fix or find a reasonable resolution to your problem then we will not charge you for the service.

Non Refundable, 'Call Out' fees may still apply. Please check when making booking.

### **REMOTE SUPPORT PROGRAM**

We may digitally record the remote support connection for training and compliance purposes.

## **4. HOSTING SERVICES**

If we provide you with hosting services then the following terms apply

### **BILLING**

Billing for hosting services is in advance.

If you are paying by cheque please allow 5 working days for the clearance of the cheque for us to activate your account to be opened. If you are paying via Debit/Credit Card your account will be activated within 24 hours.

### **COMMERCIAL ADVERTISING - E-MAIL (SPAM)**

Spamming, or the sending of unsolicited e-mail, from our servers or using an e-mail address that is maintained by us is **STRICTLY** prohibited and will qualify your site for immediate deactivation with NO refund.

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### **SERVER ABUSE**

Any attempts to undermine or cause harm to any of our servers is strictly prohibited. We hold no responsibility for the use of our clients accounts.

Any account that abuses resources and actions are not being taken to desist, calls for immediate deactivation without any refund. Any site using what we deem to be using excessive CPU cycles or any resources that causes strain to other sites may also be offered new terms. Although we offer 99.9% uptime we can not fully guarantee this, this is due to updates and upgrades we carry out upon our servers to maintain them to a high degree of quality.

### **BANDWIDTH**

If the bandwidth limit opposed on your account is reached, we will discuss with the customer what shall be done next. If the customer does not wish to purchase extra bandwidth and continues to exceed their limit, the account will be suspended until the customer has taken further measures to ensure the limit is not exceeded again.

### **BACK-UPS**

Back-ups must be completed by the clients. We are unable to provide daily back ups due to the amount of resources sites take up therefore it is in YOUR best interest to make back ups of your site on a regular basis in the case of any unlikely server break downs. In some cases the hosting control panel we provide you may have a backup facility built in at client end, although we do not monitor its use.

### **CONTENT**

The services provided by **PC Surgery** must be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any British law is prohibited. Copyrighted material, material we judge to be threatening or obscene, or material protected by trade secrets and other statutes are also not allowed.

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## **SECURITY**

**You are Responsible** for any misuse of the account, even if the inappropriate activity was committed by a friend, family member, guest or employee.

Therefore you must take steps to ensure that others do not gain unauthorised access to your account.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorised access to another network or server. It is your responsibility to keep your password secure. Sharing your password or account access with others is strictly prohibited. If you attempt to obtain another user's account password this will result in the termination of service. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

**Users who violate systems or network security may incur criminal or civil liability. PC SURGERY will co-operate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.**

## **CUSTOMER SUPPORT**

We do not guarantee a 100% support service for hosting and web services. However we will try to help to the best of our ability.

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### **HOSTING CANCELLATION**

You may ask to cancel and close your account at anytime. If you have paid for your services in advance we will refund the difference from the outstanding FULL months remaining.

We reserve the right to refuse a refund if your cancellation reason is not deemed as acceptable by **PC Surgery**.

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