

Eugene Gardner t/a 1ComputerCare

**Work Order**

From:

To: 1ComputerCare  
21 Manor Road  
Rusthall  
Tunbridge Wells  
Kent  
TN4 8UD

E-mail: .....

Eugene@1ComputerCare.co.uk

Phone: .....

Phone: 0845 260 1723

Fax: 0872 115 6003

How 1ComputerCare chosen: .....

**Completion date is not critical.**  
**Software sources, backups & registration codes are available.**  
**All faults and necessary passwords are shown below.**  
**Malware removal consequences are understood.**

Receipt

Listed below:

Damage

- Requirements or fault to be rectified
- 2. Error message or fault indication
- 3. Actions immediately prior to fault appearing
- 4. Solutions already attempted
- 5. Constraints (time, cost etc.)

Loan Equipment

Location

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Service to be provided: Consultancy advice / Specific problem resolution (no fix-no fee).

Labour charge: variable £50/hr - 10% ppd **or** £40/hr - 10% ppd **or** Fixed at

Administrative Username: Password:

Date: Start time: End time:

I, the above client, confirm that I am 18 or over and the above information is correct and complete. I have read and agree to 1ComputerCare's Terms of Business overleaf, have the legal authority to request and the means to pay for this work.

Signed: ..... Date: .....

# Terms of Business

1. **Preamble.** Subject to the terms and conditions of this Agreement, the person named on the Work Order (the 'client') hereby engages IComputerCare to perform the services set forth on the Work Order, and IComputerCare accepts such engagement. These Terms shall remain in effect for tasks undertaken on any equipment subsequent to Work Order completion, for repair of undisclosed faults, faults occasioned during transit and those arising during the course of agreed work, until cancelled by either party in writing with fourteen days' notice, and replace any previous similar agreement between the parties. By signing the Work Order the client is authorising work to be started immediately. If cancellation is exercised after work begins, a reasonable charge for work already done becomes payable.
2. **Trading status.** IComputerCare is the trading name of Eugene Gardner, the sole proprietor of the business, who retains the right to assign or subcontract work to employees, associates or businesses at his sole discretion. The client shall not withhold taxes or any other stoppages with respect to IComputerCare's fees.
3. **Auction sales.** IComputerCare acts as an agent when buying or selling items for the client, and shall be indemnified against claims of warranty or unserviceability by the client. The client warrants that items offered for sale are owned by the client and their sale does not breach any law or regulation. Upon successful sale, IComputerCare will pay the client 80% of total receipts less costs incurred in listing, receiving payment, packing and posting the item. For each item which achieves in excess of one hundred pounds 90% of the balance will be payable to the client. A minimum fee of five pounds plus costs will be payable whether the item sells or not. The client authorises IComputerCare to represent them in all matters relating to the sale. Once listed, auctions will run the full course. Although IComputerCare may be fully insured, the client understands that insurance coverage for all items is primarily provided by their own homeowner's insurance.
4. **Confidentiality.** During the engagement, IComputerCare may become acquainted with usernames, passwords, personal information, trade secrets, customer lists, accounts and processes owned or licensed by the client or used in connection with the operation of their business. Such information will be treated as confidential except where otherwise required by law. IComputerCare may, but is not obligated to, retain a record of the client's contact details, the engagement, backup files and the specifications of any equipment or software worked on, for its own use and as required by statutory authorities; such records will not be made available to third parties. The client will confirm all passwords, encryption keys, preferences & filters are as required when IComputerCare's work is completed.
5. **Fees.** In consideration of performance of the services described on the Work Order, the client will be invoiced and agrees to pay for time spent working on the engagement at the rate of forty pounds per hour for work principally undertaken at IComputerCare's workshops or fifty pounds per hour, or part thereof, for work undertaken at the client's premises. The words 'fixed price' noted on the Work Order, show the final price excluding disbursements, after discounts, irrespective of the amount of time taken to complete the tasks so listed. A minimum charge of one hour per task shall apply under all circumstances even if no fault is found. Appointments cancelled by the client with less than twenty-four hours' notice are chargeable at the fixed rate of twenty pounds. Chargeable time outside 9am to 6pm Monday to Friday is billable at one and a half times the current rate, although as a concession, this is sometimes waived.
6. **Payments.** For invoices settled in full within seven days of the invoice date, a prompt payment discount of ten percent of labour fees will be deductible. The invoice total becomes due on presentation or completion of all tasks listed on the Work Order, whichever occurs sooner. Any balance outstanding twenty-one days from the invoice date will incur compounded interest of two percent per week or part thereof. As a concession, the charges set forth above include travelling expenses not exceeding one mile per journey but not provision of hardware, software or other disbursements such as subcontractors' payments. Where travel is chargeable, it is calculated at the rate of forty pence per mile. Discounts, concessions, complimentary and waived items are offered without prejudice to the full amount becoming due on expiration of the prompt payment discount. Costs of debt recovery and interest accrued until judgment may be added to sums outstanding should enforcement become necessary. The client agrees to bring unsatisfactory work or supplied items to IComputerCare's attention in writing within forty-eight hours of job completion. Where payment is made on-line (by credit or debit card), an additional three percent of the grand total will be payable.
7. **Licensing.** The client confirms understanding the pertinent features of retail, academic & OEM licences and authorises activation, registration and license acceptance of hardware and software installed by or for the client at any location, and owns (or has the authority of the owner) all equipment which IComputerCare is engaged to work on. The client understands that services provided by IComputerCare may void product warranties relating to equipment and/or software and indemnifies IComputerCare against liability in respect of any such breach. The client authorises IComputerCare to agree to Terms of products installed for the client.
8. **Tools.** In order to resolve the issue(s) listed on the Work Order, IComputerCare may install software or hardware on the client's computer. Such tools remain the property of IComputerCare. The client agrees to allow their removal and understands that using tools that remove malware may result in some programs or data not performing as expected or failing completely, and accepts that as a potentially necessary consequence of the problem resolution. Remote access (e.g. TeamViewer), CPU idle time consumption (e.g. Folding@home) and disk health monitoring programs may remain installed unless IComputerCare is asked to remove them.
9. **Utilities.** The client will make available to IComputerCare such resources (e.g. documentation, peripherals, installation disks, registration codes or keys, passwords, account names, electricity supply, Internet connections & car parking space) as may be required for completion of the work, without charge. Time spent waiting for equipment to become available, software or data to upload, download, backup or install is billable at the above rate. Name labels may be adhered to computers.
10. **Goods.** When supplying goods, IComputerCare acts as an agent of the client not a reseller and may price goods to include an agent's fee. Title and ownership of supplied items passes on receipt of cleared payment. In case of dispute or warranty claim, IComputerCare will assist by liaising with suppliers but disclaims responsibility for merchantability, shipping, performance or fitness for purpose. Labour required to install components is not covered by the components' warranty. Where quoted components are not available as previously offered to IComputerCare, alternates of similar specification may be substituted. Advice pertaining to wireless and mains networking cannot be construed as a statement of functionality as connectivity varies with the topography of each property; hence, purchases are at the client's risk. Items left with IComputerCare under any circumstances for two months becomes the property of IComputerCare.
11. **Warranty.** IComputerCare warrants that it will perform the services described on the Work Order with reasonable skill and care. A 'No fix-No fee' guarantee is offered, which means that IComputerCare will not charge for time spent beyond the first hour where an issue noted on the Work Order is unable to be substantially resolved, and will charge a reduced rate at IComputerCare's discretion where only a partial solution is provided, subject to reasonable time being allowed for diagnosis and resolution, and acceptance of IComputerCare's recommendations. This guarantee does not cover IComputerCare's time when acting as an intermediary between the client and third parties, nor services provided or work undertaken by third parties, nor disbursements, nor fault diagnosis. It is the client's only remedy in relation to warranty breaches by IComputerCare. All other perceived guarantees, advertising slogans and offers expressed or implied are merely invitations to discuss requirements.
12. **Loans.** Any equipment lent to the client must be returned on request in the same state of repair as it was received. Any initially missing, malfunctioning or broken components will be noted on a signed receipt form prior to loan commencement. Repair of damage or loss however occasioned is chargeable to the client at current replacement rates for latest versions of no less function. Equipment hire is chargeable at the rate of three pounds per day or part thereof; where not invoiced, this is waived as a concession. The client should take reasonable care of the equipment and ensure it is used safely and according to common and reasonable practices.
13. **Backups.** The client is responsible for taking and storing verified backup copies of all software and data on any equipment to be worked on by IComputerCare. Notwithstanding IComputerCare's right to take precautionary backups, the client's backups may be relied upon for use by IComputerCare as part of the resolution to the problem(s) described on the Work Order. The client will note on the Work Order, any programs or packages for which the original source installation disk and the registration codes are not available, before commencement of the work.
14. **No constraints** (such as but not limited to, time, cost or compatibility) will be taken into account when completing tasks unless noted on the Work Order.
15. **Liability.** IComputerCare will use reasonable endeavours to resolve problems described on the Work Order, but shall not be liable for consequential, punitive or indirect damages, costs or other claims for compensation arising due to unserviceability of hardware or software; nor loss of sales, profit, data, depletion of goodwill, or loss of privacy, wherever suffered, even if advised of the possibility, or if such damages were reasonably foreseeable, regardless of the form of action whether based on contract, tort (including negligence), strict or product liability, misrepresentation or otherwise. IComputerCare's total aggregate liability for damages shall be limited to the fees received by IComputerCare excluding disbursements. All known damage and faults shall be noted on the Work Order even if no repair is required. Faults arising in transit and during the course of the agreed work shall be the client's responsibility. Access to components may require damage to glued casings.
16. **Jurisdiction.** This, together with the Work Order, constitutes the entire agreement between IComputerCare and the client. The laws of England shall govern its validity, terms and the interpretation of the rights and duties of the parties. Should any clause or sentence be found void or unenforceable, all others remain binding. Paragraph headings are for reference and do not form part of these Terms. These Terms are copyright protected.