

GAPC Support - Guardian Angel PC Support.

The Customer - An individual, company or any organization that makes a purchase or enters a maintenance contract.

Quick T&C's (GAPC Support reserve the right to alter the terms & conditions with out notice)

Service contracts are subject to a minimum 12 month period.

In the event of service contract cancellation the full fee remains payable, refunds are at the discretion of GAPC Support.

Out of contract work may be charged at the prevailing rate per hour, a minimum 1 hour fee applies + a call out fee at the prevailing rate.

Out of contract remote support may be charged at the prevailing cost per hour, a minimum charge of 1 hour applies .

A fee may be applied for domain name administration, including but not restricted to transfers, in to or away from the administrative control of GAPC Support.

GAPC Support reserve the right to restrict the transfer away of any domain name/names until all transfer costs & fee's have been paid in full and all monies out standing however incurred have been cleared.

GAPC Support may charge a fee for transfer of ownership of a domain name.

GAPC Support accept no responcability or liability for any data loss however caused.

Sole responsibility for backing up data and recovering lost data remains at all times with the client / customer.

GAPC Support reserve the right to remove websites & email services that have not been paid for in full in an agreed time, however not restricted to disputes, including non payment of domain name fees, transfer fees or any monies not paid in full and cleared for services provided.

GAPC Support take no responsibility for legal content of any website built under instruction.

GAPC Support do not accept any liability for any website promotion that clients may undertake by way of leaflet, TV, Radio, or any other type of advertising and promotion.

GAPC Support may reveal information relating to websites, individuals etc, when requested by the proper and legal authorities such as Police, Government, Security Services etc upon the production of proper and legal court orders injunctions or papers. This must be in the presence of proper legal representation, under letters & instruction from GAPC Support its executive officers or legally appointed representative.

Limited Liability

Guardian Angel PC Support 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 Guardian Angel PC Support be liable for any damage to the laptop/desktop, 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 Guardian Angel PC Support has been advised of the possibility of damages or loss to persons or property.

The client and Guardian Angel PC Support agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Guardian Angel PC Support's option, additional attempts by Guardian Angel PC Support to recover satisfactory data or refund of the amount paid by the client.

The parties acknowledge that the price of Guardian Angel PC Support's services would be much greater if Guardian Angel PC Support's undertook more extensive liability.

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

1. APPLICATION OF TERMS

1.1 These conditions form the whole of the contract between Guardian Angel PC Support and the Customer to the exclusion of all other terms and conditions (including any which Customers purport to apply under any purchase order, confirmation of order, specification or other document).

1.2 These conditions apply to all Guardian Angel PC Support's sales and contracts. Some parts of this Agreement apply to all of our Customers. However other parts are specific to Consumers only or to Business Users only.

1.3 These definitions are intended for use in interpreting this contract;

Business User: legal entity or person who buys or agrees to buy Products &/or Services from Guardian Angel PC Support other than for private use

Consumer: an individual over the age of 18 years, who buys or agrees to buy Products &/or Services from Guardian Angel PC Support for private use;

Customer: Consumers & Business Users collectively

Guardian Angel PC Support: the company identified in Customer's invoice;

Indemnify: promise to be responsible for another's loss, damage, liability or penalty including promise to compensate for any loss, damage, liability or penalty which occurs;

Order: request by Customer to purchase Product or Services from Guardian Angel PC Support ;

Price: the total charge for Products &/or Services payable by Customer to Guardian Angel PC Support;

Products: an individual good (including Software) as described in any current document published by Guardian Angel PC Support physically &/or on its internet site, or in any Order Confirmation & which Customer buys or agrees to buy from Guardian Angel PC Support but excluding items added to hardware by Customers

Services: service & support carried out by or for Guardian Angel PC Support in accordance with the Service and support offered by Guardian Angel PC Support as described in any current document published by Guardian Angel PC Support physically &/or on its internet site;

Software: computer operating systems, middleware, applications or other software that is manufactured or owned by, or licensed by, Guardian Angel PC Support;

Third Party Products: products not manufactured, assembled or authored by Guardian Angel PC Support that Guardian Angel PC Support sells.

Third Party Software: computer operating systems, middleware, applications or other software from a third party editor or licensor.

2. DESCRIPTION

2.1 The quantity and description of the Products shall be as set out in Guardian Angel PC Support 's quotation.

3. QUOTATIONS/ORDERS AND CHANGES

3.1 Guardian Angel PC Support quotations are valid for 7 days after the quotation date, unless otherwise stated in the quotation.

3.2 All Orders for Products &/or Services shall be regarded as an offer by the Customer to purchase Products &/or Services under the terms of this Agreement.

3.3 Guardian Angel PC Support accepts the Customer's offer to purchase under this

3.4 Guardian Angel PC Support reserves the right to increase its prices whilst supplying non standard products/services to its Customers and will not allow cancellation of orders for non standard Products after processing of Orders.

4. PRICE AND PAYMENT

All Customers:

4.1 The Price that Customers have to pay will be shown on Guardian Angel PC Support 's invoices.

4.2 The price for the Products shall be as stated on Guardian Angel PC Support's invoices exclusive of any value added tax and all costs Guardian Angel PC Support charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts Customers shall pay in addition when Customers are due to pay for the Products.

4.3 If prior to delivery Guardian Angel PC Support discovers an error in price notification or if the price changes as a result of circumstances beyond Guardian Angel PC Support 's control such as labour costs or materials costs or change in duty then Guardian Angel PC Support shall be entitled to invoice the Customer at the changed price.

4.4 Time for payment shall be of the essence.

4.5 No payment shall be deemed to have been received until Guardian Angel PC Support has received cleared funds.

4.6 All payments payable to Guardian Angel PC Support under the Contract shall become due immediately on its termination despite any other provision.

4.7 Customers shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless Customers have a valid court order requiring an amount equal to such deduction to be paid by Guardian Angel PC Support to Customers.

Consumers:

4.10 Payment shall be made before supply of Product or Service. Guardian Angel PC Support may suspend delivery of Product or Service until full payment is received. If Guardian Angel PC Support has delivered Product &/or Services & the Product &/or Services remain neither paid for nor made available for collection when reasonably demanded then Guardian Angel PC Support may recover the outstanding payment &/or Product & the recovery costs are to be paid by the Consumer.

Business Users:

4.11 If agreed in advance in writing, Business Users may pay within 30 days of the date of invoice. If Guardian Angel PC Support must recover the outstanding payment &/or Product, recovery costs are to be paid by the Business User.

5. DELIVERY

5.1 Delivery of the Products shall take place at the delivery address stated in the Order Confirmation.

5.2 Customers shall take delivery of the Products within 7 days of Guardian Angel PC Support giving Customers notice that the Products are ready for delivery.

5.3 Any dates specified by Guardian Angel PC Support for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.4 Subject to the other provisions of these conditions Guardian Angel PC Support shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by Guardian Angel PC Support's negligence), nor shall any delay entitle Business Users to terminate or rescind the Contract unless such delay exceeds 180 days.

5.5 If for any reason Customers fail to accept delivery of any of the Products when they are ready for delivery, or Guardian Angel PC Support is unable to deliver the Products on time because Customers have not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Products shall pass to Customers (including for loss or damage caused by Guardian Angel PC Support's negligence);

(b) the Products shall be deemed to have been delivered; and

(c) Guardian Angel PC Support may store the Products until delivery, whereupon Customers shall be liable for all related Guardian Angel PC Support costs and expenses (including, without limitation, storage and insurance).

5.6 Customers shall provide at the Delivery Point and at Customer's expense adequate and appropriate equipment and manual labour for loading the Products.

5.7 Guardian Angel PC Support may deliver the Products by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.8 Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle Customers to repudiate or cancel any other Contract or installment.

6. ACCEPTANCE OF PRODUCTS ON DELIVERY, "COOLING OFF" & RIGHTS OF RETURN AND CANCELLATION

All Customers:

6.1 Customers should notify Guardian Angel PC Support promptly and within 48 hours following delivery of any missing, incorrectly delivered, incorrect specification or otherwise not as ordered Products or Products which are either in damaged packaging or are visibly damaged; following discovery of any non-visible damage or defect in Product supplied.

6.2 Where Product can be returned to Guardian Angel PC Support by the Customer, under the terms of this Agreement, a Customer must supply clear details of identity and address when returning any items. In addition, all items should be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by Guardian Angel PC Support to collect Product at a particular time. Customers also need to ensure that goods are adequately packaged to protect from potential damage whilst in transit, and obtaining proof of collection from the courier will remain the responsibility of the Customer. Couriers are not insured for the carriage of Product except at the customer's arrangement with the courier. Guardian Angel PC Support is not liable for acts or omissions of the courier.

6.3 Certain items cannot be canceled once they have been delivered such as:

- Consumable items - i.e. batteries, printer cartridges, toner and media etc
- Third Party Software (specifically Microsoft unless part of a hardware product)
- Hardware Accessories
- Earpieces - ie mobile and hands free earpieces once opened
- Film or audio recorded on to DVD or CD or Tape that is protected by copyright
- Books or manuals that are protected by copyright

Unless faulty in which case exchange, repair or replacement may be available

Consumers:

6.4 Consumers may cancel their Orders for any reason until, but no later than:

6.4.1 the end of the 14th "working day" (not including weekends & public holidays) after the date of delivery of the Product &/or of the Service; or

6.4.2 the end of the 14th working day after the date when all such information required by law is supplied.

6.4.3 On cancellation of Software or Software Updates for Guide products, a refund will be given only on receipt of one of the following:

- A valid de-activation code to prove that the Software has been deactivated from the machine on which it was activated;
- The computer hard-drive from the computer on which the Software was activated
- Otherwise no refund can be made on cancellation of the Software.

6.5 Consumers' right to cancel Third Party Software that is supplied on CD, DVD or other similar storage devices is also lost if the Software is unwrapped.

6.6 On cancellation of Products Consumer is obliged to return the Products to Guardian Angel PC Support in their original condition, undamaged & at the cost of Consumer. A Consumer shall take reasonable care to ensure that the Products are not damaged whilst in transit using means arranged by Consumer. Whilst in possession of the Products, a Consumer shall be under a duty to take reasonable care of them. Guardian Angel PC Support shall take action against Consumers for Products returned which have been made unfit for resale or damaged whilst in the possession of Consumer.

6.7 The provisions of Clauses 6.3 & 6.5 do not apply to Product or Software that is damaged or defective on delivery.

6.8 On cancellation of the Order Guardian Angel PC Support will refund the price paid, less the direct cost of recovering the Products (when applicable), within a period of 30 days from date of cancellation.

Business Users:

6.9 Notwithstanding anything herein to the contrary, Business Users may not cancel but only reject Product for material non-conformity with the Product Description by providing written notice to Guardian Angel PC Support within 48 hours after delivery or otherwise shall be deemed to have accepted the Products.

7. RISK/TITLE

7.1 The Products are at Customer's risk from the time of delivery.

7.2 Ownership of the Products shall not pass to Customers until Guardian Angel PC Support has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Guardian Angel PC Support from Customers on any account.

7.3 Until ownership of the Products has passed to Customers, Customers shall:

- (a) hold the Products on a fiduciary basis as Guardian Angel PC Support 's bailee;

(b) store the Products (at no cost to Guardian Angel PC Support) separately from all other Products of Customer's or any third party in such a way that they remain readily identifiable as Guardian Angel PC Support 's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

(d) maintain the Products in satisfactory condition and keep them insured on Guardian Angel PC Support 's behalf for their full price against all risks to the reasonable satisfaction of Guardian Angel PC Support. On request Customers shall produce the policy of insurance to Guardian Angel PC Support

7.4 Customers may resell the Products before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of Customer's business at full market value; and

(b) any such sale shall be a sale of Guardian Angel PC Support' s property on Customer's own behalf and Customers shall deal as principal when making such a sale.

7.5 A Customer's right to possession of the Products shall terminate immediately if:

(a) Customers have a bankruptcy order made against them or make an arrangement or composition with creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) Customers convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of Customer's undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by Customers or Customer's directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for winding-up or for the granting of an administration order in respect of Customers, or any proceedings are commenced relating to the insolvency or possible insolvency of Customers; or

(b) Customers suffer or allow any execution, whether legal or equitable, to be levied on Customer's property or obtained against Customers, or fail to observe or perform any of Customer's obligations under the Contract or any other contract between Guardian Angel PC Support and Customers, or are unable to pay Customer's debts within the meaning of section 123 of the Insolvency Act 1986 or Customers cease to trade; or

(c) Customers encumber or in any way change any of the Products.

7.6 Guardian Angel PC Support shall be entitled to recover payment for the Products not withstanding that ownership of any of the Products has not passed from Guardian Angel PC Support.

7.7 Customers grant Guardian Angel PC Support its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where Customer's right to possession has terminated, to recover them.

7.8 Where Guardian Angel PC Support is unable to determine whether any Products are the Products in respect of which Customer's right to possession has terminated, Customers shall be deemed to have sold all Products of the kind sold by Guardian Angel PC Support to Customers in the order in which they were invoiced to Customers.

7.9 On termination of the Contract, howsoever caused, Guardian Angel PC Support's (but not Customer's) rights contained in this condition 7 shall remain in effect

(Terms and conditions continued...)

8. STATUTORY RIGHTS, WARRANTIES, REPAIRS, REPLACEMENTS & PROVISION OF SERVICES

8.1 All products are of satisfactory quality, fit for their purpose, correspond to description and will retain functionality for a period of 30 days from the delivery date unless specifically stated at time of purchase.

Guardian Angel PC Support will fulfill its legal obligations to repair &/or replace Products. These obligations are dependent upon proper use of Products & do not cover any parts of Products which have been modified or repaired without Guardian Angel PC Support's prior written consent. Customers must allow ' Guardian Angel PC Support's technical staff reasonable access to their computer hardware for the purpose of diagnosing problems and carrying out repairs. Such access may include remote desktop support. If access is denied, then Guardian Angel PC Support has no liability under any warranty in respect of computer hardware.

8.2 Guardian Angel PC Support's obligations do not apply to the consumable components of consumable items (such as toner in printer cartridges) or if a defect is caused by an external cause such as fair wear & tear, software or hardware loaded onto or connected to Product by Customer where this software or hardware has not been supplied by Guardian Angel PC Support, an accident, hazard, humidity control, electrical stress or other environmental conditions not commonly found in a safe home or office environment.

8.3 Guardian Angel PC Support does not provide Service for Third Party manufactured Software or Products but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products.

8.4 Service may be provided via telephone (at the normal national rate) or Internet where appropriate. Telephone calls may be recorded for training purposes. Customers must provide Guardian Angel PC Support with all reasonable courtesy, information & cooperation to enable Guardian Angel PC Support to deliver the Services & shall be responsible for all telephone & postal charges in contacting Guardian Angel PC Support.

8.5 Guardian Angel PC Support makes repairs as required at law by using components which are new or equivalent to new in accordance with industry standards and practice. Products will be repaired using parts which will work for at least 90 days after the date upon which they were installed.

8.6 Guardian Angel PC Support owns any Product or parts that are removed during repair. Guardian Angel PC Support may require Customer to return removed parts to Guardian Angel PC Support for reconditioning, analysis or for environmental reasons.

8.7 If Customer does not return removed parts Guardian Angel PC Support then may charge a fee of which Customer will be informed prior to charge. The fee will reflect the cost incurred by Guardian Angel PC Support in retrieving the part(s), &/or the cost of procuring another component to recondition &/or arising from failure to comply with environmental obligations as a result of the Customer's failure to return the Product or part.

8.8 The charge referred to in 8.7 above will not apply to Consumers returning defective parts which have been replaced in accordance with statutory rights.

8.9 Before a Guardian Angel PC Support engineer begins any work, the Customer must ensure that they have backed up any records, information, files, operating software, data, or anything else on their computer system which could be affected. It is the Customer's responsibility to ensure that if anything is deleted from or corrupted within their computer system as a direct or indirect result of providing the service, they have copies to replace them. Guardian Angel PC Support only undertakes work under this agreement on this basis. If data on the Customer's computer system is affected as a direct result of providing the service, Guardian Angel PC Support will attempt to restore this information to their computer system. Guardian Angel PC Support does not accept any other responsibility or liability for anything damaged, corrupted or lost from the Customer's computer system which has not been backed up correctly

Consumers:

8.10 Products sold will be suitable for general use in a domestic, non commercial, non research environment in a manner which is consistent with the specification, functionality & service standards described in the Product's Description. Fitness for use in any other manner or environment must be explicitly and clearly agreed (preferably in writing) with Guardian Angel PC Support prior to purchase.

8.11 Guardian Angel PC Support will repair, or in the event that repair does not occur, replace Product which is defective within a reasonable period & with reasonable care & skill. This may only be varied to the extent reasonably agreed with the Consumer.

Business Users:

8.12 Business Users must satisfy themselves as to the suitability of the description for their needs. Guardian Angel PC Support does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment must be agreed in writing with Guardian Angel PC Support prior to purchase.

8.13 Business Users are not automatically entitled to repair or replacement other than as agreed by Guardian Angel PC Support. Guardian Angel PC Support shall have no liability or obligation for defects in Products or failure to remedy defects except as expressly provided under this Agreement.

8.14 Except as expressly provided herein, no warranty, express or implied as to the condition, quality, performance, merchantability, or durability of the Products is given or assumed by Guardian Angel PC Support & all such warranties are hereby excluded.

9. LIMITATION OF LIABILITY

9.1 Nothing in these conditions excludes or limits the liability of Guardian Angel PC Support:

- (a) for death or personal injury caused by Guardian Angel PC Support 's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for Guardian Angel PC Support to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

9.2 If liability is established contrary to the intent of these conditions then, Guardian Angel PC Support 's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and Guardian Angel PC Support shall not be liable to Customers for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. GENERAL

10.1 Each right or remedy of Guardian Angel PC Support under the Contract is without prejudice to any other right or remedy of Guardian Angel PC Support whether under the Contract or not.

10.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

10.3 Failure or delay by Guardian Angel PC Support in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of Customers rights under the Contract.

10.4 Any waiver by Guardian Angel PC Support of any breach of, or any default under, any provision of the Contract by Customers shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

10.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

10.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

11. DATA PROTECTION

11.1 Personal data obtained by Guardian Angel PC Support from the Customer shall be held & processed in accordance with all applicable laws and consistently with Guardian Angel PC Support 's Privacy Policy. Guardian Angel PC Support may share such personal data with other Guardian Angel PC Support entities, agents and contractors performing services for Guardian Angel PC Support.9 Guardian Angel PC Support may also transfer personal data to affiliated companies or agents or contractors which may be outside the European Economic Area (EEA), in which case Guardian Angel PC Support will make such bodies aware of the obligation to safeguard personal data. For a copy of Guardian Angel PC Support's Privacy Policy, please visit www.gapcsupport.co.uk. The Customer consents to the p Guardian Angel PC Support processing of the Customer's personal data in accordance with the above.

12. CONFIDENTIALITY

12.1 Each party must treat all information received from the other which appears to be confidential as it would treat its own confidential information generally, but at least, with no less than a reasonable degree of care.

12.2 Information received from a Customer may be used to inform the Customer of improvements to products and services and for marketing activities of the seller. If you do not want to receive news or special offers then please click on this link to unsubscribe from the service.

13. COMPLAINTS

In the unlikely event that you have a complaint about any aspect of dealing with us please telephone us as soon as possible on 0161 976 2450. We hope that we can deal with your problem in just a few moments on the telephone, however, if your complaint is more complex and is submitted in writing, we promise to acknowledge all written complaints within 5 working days of receipt; and advise you of how long we feel it will take to resolve the complaint; and keep you informed throughout the process.

14. Contacting Us

If you wish to contact us you can do so by emailing us via the contact form on our or you can call us on +44 (0)161 976 2450. Our offices are open from Monday to Friday, 9am to 5.30pm (GMT) and calls are charged at the standard National Call Rate. Callers from outside the UK will be charged at their standard International Call rate.

Our address for any written correspondence is:

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Web: www.gapcsupport.co.uk

Visitors by appointment only please.