

Terms and Conditions

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Thanet
Computer
Solutions

Thanet Computer Solutions may use the terms “us”, “we”, “our” or “Thanet Computer Solutions” throughout this document. This represents Thanet Computer Solutions registered at 23 Allenby Road, Ramsgate trading as a sole trader. We may use the terms “customer”, “client”, “you”, “your” or “user/s”. these terms relate to you the recipient of this document and service from us.

1. DISCLAIMER

- 1.1. You agree to let Thanet Computer Solutions support your IT systems. We will only perform and provide IT services, repairs, and upgrades as discussed with you the customer. Thanet Computer Solutions will conduct honest, reasonable, and considerate services. Our goal is to provide the highest quality of service and support, but specific results cannot always be guaranteed.
- 1.2. The length of time required to service/repair your computer cannot always be predicted.
- 1.3. You understand that in the process of working on equipment, there is always a potential for data loss. Although we put in place safeguards to prevent the loss of data it is recommended you take a copy of any data you deem to be important before any servicing/repairs start. Thanet Computer Solutions will not be responsible for any data loss nor will be responsible for restoring lost data.
- 1.4. You authorize the technician(s) providing the service or repair to install anti-virus and any other necessary software on your computer to perform required services.
- 1.5. All remote repair services are subject to the same terms in this agreement.

2. LIABILITY

- 2.1. Services are provided to maintain, upgrade, or otherwise repair the computer system(s) for which you request such service(s). Your system (s) will not be intentionally harmed. The primary goal is to improve/repair your systems; not damage or degrade it.
- 2.2. With any service that involves opening the equipment there is a potential for damage to occur. Although we treat all parts very carefully there is always a chance that removing it could cause damage (especially with old parts). Thanet Computer Solutions will not be responsible for any damage or loss in this instance.
- 2.3. Thanet Computer Solutions is not responsible for any data loss caused by already existing problems in your system(s) such as viruses, poorly configured software, hardware problems or hardware failures.
- 2.4. Thanet Computer Solutions is not responsible for viral infections of the systems or any security compromises, including compromises due to weak passwords after the date of service.
- 2.5. We are not responsible for any problems relating to third party software. We will however do our utmost to help liaise with software support to rectify any problems where required.
- 2.6. **In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability extent permitted by applicable law.**

3. OFFICE 365 (APPLIES IF YOU USE OFFICE 365 THAT WE PROVIDE)

- 3.1. Office 365 is provided to you by Microsoft via distributor Giacom.
- 3.2. Customers must agree and sign the Microsoft Cloud Agreement document provided before setup.
- 3.3. When Microsoft updates this document the new version must be signed before yearly renewal of service.
- 3.4. Thanet Computer Solutions, Giacom and Microsoft have full access to the backend admin portal. This enables us to configure your service and troubleshoot problems.
- 3.5. Access to the admin account is separate from other user/email accounts. We are unable to access your mailbox or account without your password.

- 3.6. After a user account is created and temporary password given, it is the users responsibility to change the default password to something of their choice.
- 3.7. Where email address has been setup it is the user's responsibility to ensure their mailbox is secure. This includes changing the password regularly, not using the same password for multiple accounts and ensuring the password strength is adequate. We are not responsible for data breaches due to poorly configured software and weak passwords.
- 3.8. We are not responsible for the content of emails in your mailbox. This is private to the mailbox owner.
- 3.9. Microsoft 365 is one of the most reliable however 100% uptime is not guaranteed.
- 3.10. Although email and other data is stored in the cloud at Microsoft's end it does not protect it against ransomware attacks that can encrypt data then demand payment to unlock. It is the end users responsibility to ensure relevant backups are taken of both data and email services to avoid loss. We are not responsible for any financial loss or loss of data due to malware/scams.

4. SECURITY & SECURITY SOFTWARE

- 4.1. We may use Webroot to provide security software and solutions to your systems. Terms can be found at <https://www.webroot.com/us/en/legal/service-terms-and-conditions>
- 4.2. If we do not provide a security solution it is the customers responsibility to ensure their systems are secure and notify us of their chosen security solution. We are not responsible for any claims against us due to the systems lack of adequate security.
- 4.3. We will always advise where security should be implemented and offer our own Webroot protection if current protection is not deemed adequate. It's the customers responsibility to take adequate measures to ensure their systems are protected.

5. REMOTE SUPPORT

- 5.1. We use ImPcRemote for ad-hoc and unattended Windows remote support connections. The system is setup in such way that remote connection data is encrypted and send via our own relay server. This helps protect remote access data in transmission. For Apple Mac computers we tend to use Splashtop SOS.
- 5.2. Remote support is ad-hoc/attended unless otherwise agreed. We can never access your systems remotely unattended without your prior consent and will not be liable for any damages caused by remote support software.
- 5.3. Unattended remote support may be setup (where agreed). Remote support can only be started by a single device in our office. This device is BitLocker encrypted, password protected, and 2-factor enabled.

6. PRIVACY & DATA (further to our main privacy policy document on our website)

- 6.1. Personal/sensitive information may be gathered during our work. These details are stored securely and are deleted when no longer needed in line with GDPR.
- 6.2. Thanet Computer Solutions may need to take backups of data where necessary to carry out the agreed service. Backups are taken to an external storage media which is encrypted and stored in a safe place when not in use. Once the service is complete any data that is no longer required is deleted. No backup data is ever stored in the cloud or transferred outside of the business address without prior consent.
- 6.3. Thanet Computer Solutions will not intentionally browse through data; however, we may inadvertently see data during our work. It is the end user's responsibility to properly secure all confidential or otherwise sensitive documents prior to work beginning. We are not liable for any claim of fraudulent charges associated with credentials stored on your systems, nor are we liable for charges associated with the viewing/leaking of confidential documents.
- 6.4. We may store login credentials such as usernames and passwords to help aid our IT services.
- 6.5. More information on how we process your data can be found on our privacy policy documents published on our website www.thanetcomputersolutions.co.uk.

7. SUPPORT

- 7.1. Customer satisfaction is our utmost importance. All services will be conducted in a professional, reasonable, and timely manner. Also, taking into consideration the circumstances and nature of the technical problems.
- 7.2. Support may first be looked at remotely or via phone before visiting onsite unless it is not feasible to do so.
- 7.3. Our response times are best endeavour's unless otherwise agreed.
- 7.4. Warranty work will only be covered if it is related to the work on the invoice. Unrelated work will not be covered by the warranty and may be charged accordingly.
- 7.5. Support hours are 9am – 5pm Monday to Friday unless otherwise agreed.
- 7.6. All services and repairs are guaranteed for 14 days from the invoice date.
- 7.7. We cannot guarantee any hardware upgrades will increase the life span of equipment. We guarantee the upgraded parts and service only.
- 7.8. Equipment left with us for more than 3 months will be disposed of or sold.
- 7.9. If in the event I (Sam) am on annual leave or otherwise engaged I usually have cover in place during normal business hours however this cannot be guaranteed.

8. PAYMENT TERMS (SERVICE AGREEMENT CONTRACT)

- 8.1. Full payment is due within 14 days of the invoice date. If payment is not received in a timely manner any service agreements will stop along with products and services.
- 8.2. If we provide a subscription service to you, we will either bill a year in advance or by monthly direct debit.
- 8.3. Thanet Computer Solutions accepts direct bank transfer or Direct Debit as payment only.
- 8.4. Ad-hoc work will be added on to the next monthly invoice unless otherwise agreed.
- 8.5. Remote support is charged at the start of each month (1st) and will support all covered devices for that month.

9. PAYMENT TERMS (AD-HOC SUPPORT)

- 9.1. Payment is due within 14 days of invoice unless otherwise notified and agreed.
- 9.2. Payment can be made by debit/credit card or bank transfer.

10. TERMINATION OF CONTRACT

- 10.1. If no contract period has been agreed both parties reserve the right to terminate service. Notice must be given 1 month in advanced in writing. Any outstanding invoices must be paid before the contract period ends.

11. CHANGES OF TERMS AND CONDITIONS

- 11.1. Thanet Computer Solutions terms and conditions are subject to change. The client will be informed of any revision changes as soon as they are published. Providing no objection is made by the client within 7 days the new terms and conditions will take force.