



Terms and Conditions

Residential Services

Your use of Kimbley Computer Services' services is governed by the following terms and conditions. Please read them carefully. They do not affect your statutory rights.

Our Agreement

By ordering services from Kimbley Computer Services you are entering into a contract with us. The terms below are important and set out our obligations to you and what you are agreeing to.

Definitions

In these Terms and Conditions unless the context otherwise requires the following expressions have the following meanings:

- 'You' 'your' 'yours' 'yourself' - means the customer to whom we agree to provide the service;
- 'We' 'our' 'ourselves' 'us' - means Kimbley Computer Services.
- All other words and expressions are to be given their normal English meaning taken in the context of the Agreement and these terms and conditions. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.
- Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.

In these terms and conditions, unless the context clearly indicates another intention: reference to one gender includes all other genders, reference to the singular includes the plural and vice versa, reference to writing includes fax, e-mail and similar means of communication.

The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions.

Order Process

When you have selected the services you want you are to phone Kimbley Computer Services on the advertised telephone number to place your order.

To order a service you will need to supply us with your address to which Kimbley Computer Services will visit along with two phone numbers on which we are able to contact you (these numbers may be mobiles or fixed lines (or both) where the caller ID may be withheld) together with an e-mail address.

Our contract with you, and your service order, is not legally binding until 6.00pm the day before Kimbley Computer Services is due to visit you. You may cancel at any time up to this point and by emailing customer.service@kimbley.com. If you order more than one

service each service may be cancelled separately for any reason.

Fees and Payment

We accept payment by cash, cheque, through Google Checkout or PayPal UK. All prices and charges on this site are in UK pounds.

We try very hard to ensure that all information on this site is accurate. However, just occasionally, an error can occur. If we discover an error in the price or description of a service or product you have ordered, we may cancel your order at any time up to 6.00pm on the day before the first home visit appointment. We will contact you where we become aware of an error and ask you whether you wish to continue with your order at the correct price or cancel it.

No Fix, No Fee

This means that if we can't fix your problem within 14 working days you will not be charged provided you have complied with our requirements set out in the section 'Service Visit Requirements'. While we can't guarantee we'll be able to fix your device we will use all our skill and care to resolve the problem including return visits if necessary.

Not all our services are entitled to our No Fix, No Fee service. If the service you have requested is entitled to our No Fix, No Fee policy you will be made aware of this during the booking process.

Our No Fix, No Fee policy does not apply to our subscription services, or remote support services.

Booking

If you wish to make an appointment for our service(s), you can do so by phone or email. Appointments for Kimbley Computer Services to visit your home can be made for a specific day, Monday to Saturday, between 08.30 and 20.00.

Appointments are subject to availability and will be allocated on a first come, first served basis.

The date of the appointment slot for your Kimbley Computer Services visit will be confirmed in the e-mail we send you after you have placed your order.

Sometimes it may be necessary to re-schedule an appointment due to factors beyond our control. If it is necessary to do this, we will telephone you to try to re-schedule another appointments soon as reasonably possible at a mutually convenient time.

We may need to arrange repeat In-Home visits in order to fix a problem.

Cancelling or Changing

You may cancel or make a change to a home appointment at any time before 6.00pm the day before the appointment date. Cancellations can be made by e-mailing the Kimbley Computer Services at customer.service@kimbley.com .

Appointment changes can be made by calling the number specified in the confirmation e-mail.

Cancellations for remote services (those services for where Kimbley Computer Services assists you but is not present, for example over the phone or an internet connection) may be made any-time before use of the service commences.

Missed Appointments

If you are unable to keep a service appointment or there is no adult present at the address specified during booking when Kimbley Computer Services arrives then we will either attempt to phone you with the number you have provided us or leave a note to say the technician called. Please re-book the appointment using the number specified in the confirmation e-mail or on the calling card.

Depending on distance travelled we may charge a call out fee of £9.99 on our next visit.

If you are out at the agreed appointment time and subsequently cancel your service order Kimbley Computer Services may bill you a fee of £9.99.

Warranty

Kimbley Computer Services' services carry a three month warranty on parts and expertise. This means if there is a recurrence of the same problem we had fixed or any fault which is connected to the service provided we will either try again to fix the problem at no extra charge or, if we cannot fix the problem, we will refund your money in full for the services performed. This excludes faults caused by the failure of other components after the repair has taken place, or by faults caused through the incorrect use of software or downloaded material, or by faults arising from accidental damage or incorrect use of the product.

Service Visit Requirements

You are responsible for ensuring that all data and information on your computer or other hardware is saved and appropriately backed up before we access your system. We will not be responsible for any loss of data, information or records.

If you book an In-Home service appointment we will need the following at the time of

appointment:

- An adult (over 18 years of age) who has a basic knowledge of the service required or any problems encountered must be present; access to the area and equipment being serviced and the electricity mains, plus light and power; your agreement to follow our reasonable instructions; In addition to the above requirements, if we will be working on your computer we will need:
- A person with administrator level access present; any relevant software recovery disk(s) (or other media); and a connected CD or DVD writer or reader.
- Your computer system should have Microsoft Windows XP or later operating systems or Apple OS X or later, if you do not have these Kimbley Computer Services will still try and complete the requested service but as earlier systems are not supported by the licensee chances of a successful resolution may be reduced and will invalidate our no fix, no fee policy.
- If your software is, or appears to be, unlicensed we cannot perform a repair and will invalidate our no fix, no fee policy.

Remote Services

Whilst Kimbley Computer Services will use reasonable amounts of skill and care to resolve problems you have referred to us you accept that we may not be able to correct your problem using our remote support service due to circumstances beyond our control. In the event that it is not possible, we will discuss alternative methods with you in order to resolve your problem, including our call-out services.

We rely on the information you give us to operate this service. Such information must be complete and as accurate as possible to enable us to effectively resolve your problem.

Systems Excluded

Our services exclude support for the following:

- File servers and operating systems, Microsoft Windows Home Server; Domain & active directory based networks; VPN and WAN networks; Corporate infrastructure hardware (complex firewalls, switches etc.); and Linux. If your system includes any of the above (as becomes apparent to Kimbley Computer Services upon visiting) Kimbley Computer Services may give you a quote to resolve the relevant problem or you may cancel the service ordered.

Software Licenses

Any software patches, upgrades or fixes applied to your system by our technicians during either a Remote Service or an In-Home appointment, are licensed to you by us or

the relevant third party licensor for your own reasonable personal and non-commercial use only unless otherwise stated. You may not supply such software to anyone else. The licensor retains all copyright and other intellectual property rights in such software.

Liability Exclusions

We do not have specific knowledge of your computer and its configuration. Whilst we will use our best efforts to minimise disruption to your system, we cannot be responsible for any unforeseen consequences of our services.

Our services may affect manufacturer warranty validity. It is your responsibility to assess the effect of our services on any manufacturer's warranty and take appropriate action.

We cannot be responsible or liable to you in relation to any service regarding: Any loss or corruption of data, information or records; any loss of goodwill, or any loss of (or interruption to) business or contracts; any failure by you to follow our reasonable advice, recommendations or instructions; any losses you may suffer arising from your use of (or failure to use) any anti-virus software; and any loss that is not reasonably foreseeable.

Use of Information

We will ask you for certain personal details which we require to perform the service. This includes your address and contact telephone numbers able to accept incoming calls and an e-mail address. We may record your phone conversations with Kimbley Computer Services.

Safety and Security

All our Technicians have the right to cancel a call out at any point at their own discretion. In this situation a full refund will be offered. In addition call out services are limited or not offered in certain geographical locations.

Non Waiver

The failure of us to insist upon strict performance of these terms and conditions shall in no way constitute a waiver of future violations of the same or any other provision.