



We are:	MJM Software Ltd t/a Rayleigh Computer Shop (company registration number 3540492)
Our address is:	92 The Chase, Rayleigh, Essex SS6 8QP
We can be contacted at:	By post using our address; by email to – sales@rayleighcomputershop.co.uk; or by telephone – 01268 774004
You are:	a purchaser of our Goods and/or Services

TERMS AND CONDITIONS

1. Application

1.1 These Terms and Conditions shall apply to all and any provision of computer repair, diagnostic and related services of MJM Software Ltd trading as Rayleigh Computer Shop, whose operating address is 92 The Chase, Rayleigh, Essex SS6 8QP.

1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by Rayleigh Computer Shop in writing.

2. Definitions and Interpretation

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

“Agreement”

means the Agreement, in any form (including but not limited to a quotation, support or repair request or ticket, written undertakings or contract) entered into by the Customer and Rayleigh Computer Shop to which these Terms and Conditions apply;

“Commencement Date”

means the starting date for the performance of services as listed in the agreement;

“Customer”

means the legal or natural person entering into the agreement with Rayleigh Computer Shop;

“Rayleigh Computer Shop”

means MJM Software Ltd trading as Rayleigh Computer Shop;

“Services”	means the services to be provided by Rayleigh Computer Shop to the Customer;
“Equipment”	means the Equipment taken in from the customer, or which it is otherwise agreed in writing shall be subject to diagnostic evaluation, repair or other similar treatment under the Agreement;
“Fees”	means any sums payable by the Customer to Rayleigh Computer Shop arising out of the performance of Rayleigh Computer Shop obligations under these Terms and Conditions;
“Software”	means any programs, applications, instructions or similar that may from time to time be installed on the Customers computer systems;
“Working Hours”	means the normal working hours of Rayleigh Computer Shop which are 09:30 to 18:00 (Monday to Friday) and 9:00 to 17:00 (Saturday). The shop closes on all Sundays and Bank Holidays relating to England and Wales.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. Rayleigh Computer Shop’ Obligations

3.1 With effect from the Commencement Date, Rayleigh Computer Shop shall, in consideration of the Fees being paid in accordance with the terms of payment, provide the Services specified under the Agreement.

3.2 Rayleigh Computer Shop will use reasonable care and skill to perform the Services, in addition to all reasonable endeavours to complete performance expeditiously subject to its existing commitments as at the Commencement Date.

3.3 Rayleigh Computer Shop will, subject to Clause 4, use reasonable endeavours to maintain the functionality of any Software which may be installed or otherwise operative on the Customer's Equipment and undertakes to re-install any Software which may have been corrupted or otherwise made unavailable due to hardware failure and to render such technical assistance as may be necessary to secure the satisfactory operation of the Equipment and Software.

3.4 Rayleigh Computer Shop will not guarantee the performance of any Software which Rayleigh Computer Shop has undertaken to re-install.

4. Customer's Obligations

4.1 The Customer warrants that it is the legal owner, or is the authorised representative of the legal owner, of the Equipment and Software and of the data and components contained therein.

4.2 The Customer shall:

4.2.1 allow and authorise Rayleigh Computer Shop access to the Equipment and all relevant Software to conduct a diagnostic evaluation, determine the nature of the damage and to provide an estimate of the cost and time needed for repair;

4.2.2 as appropriate –

- a) provide adequate working space and facilities for Rayleigh Computer Shop's staff; or
- b) deliver, at the Customer's expense and liability, the Equipment and all relevant Software to Rayleigh Computer Shop; and

4.2.3 co-operate with Rayleigh Computer Shop in the diagnosis of any defect or malfunction in the Equipment or Software.

4.3 The Customer shall allow Rayleigh Computer Shop the use of any equipment, computer systems, peripherals or other hardware necessary to enable it to provide the Services and shall be responsible for procuring, installing and maintaining all communications media not supplied by Rayleigh Computer Shop.

4.4 The Customer will not allow any changes or modifications to the Software to be made by any party other than those authorised by Rayleigh Computer Shop. If such changes or modifications are carried out without authorisation or appropriate notification, Rayleigh Computer Shop reserves the right to review these Terms and Conditions and make adjustments accordingly.

4.5 The Customer will make freely available to Rayleigh Computer Shop all documentation associated with the Equipment, working documents, original Software installation media, licence keys, current data backups, equipment and any other relevant hardware for the efficient maintenance of the Equipment and the Software. Rayleigh Computer Shop shall not use, install or re-install any unlicensed or improperly licensed Software.

4.6 The Customer shall create regular data backups in such a manner as to minimise any potential data loss and to ensure that these are made available to Rayleigh Computer Shop as required. Rayleigh Computer Shop shall not be liable for any loss or damage resulting from data loss, including corruption of data, occurring as result of the performance of the Services.

4.7 Customers accept that it is their sole responsibility to ensure that all private information such as family photographs and financial information is backed up. Please enquire about our back-up services which can be performed before intensive diagnostic tests or virus scans are carried out.

4.8 If a reinstallation of the operating system (Microsoft Windows) is required, you will be contacted prior to Rayleigh Computer Shop performing the service. Thereafter to continue with the repair, we will require your Windows CD's/Recovery Disks and any software which you would like us to reinstall. It is the responsibility of the customer to have performed a recent backup of their data. We can provide a data backup service, but Rayleigh Computer Shop will not be held responsible under any circumstance for any lost data due to incomplete, corrupt or damaged hard drives. We can make recommendation for a Specialist Company for Data Recovery, this will attract additional costs by a third party company in which you will enter a separate contract herewith, Rayleigh Computer Shop takes no responsibility for their services or costs incurred by the customer.

4.9 The Customer shall take all reasonable precautions and maintain adequate insurance to ensure the safety and health of Rayleigh Computer Shop' personnel while such personnel are at the Customer's premises.

4.10 After completion of the Services, the Customer is responsible for the return of the Equipment, Software and other items delivered to Rayleigh Computer Shop. Any items left with Rayleigh Computer Shop for more than 180 days following completion of the Services shall be disposed of without need for notice to the Customer and without any compensation or other liability on the part of Rayleigh Computer Shop.

4.11 Customers are welcome to contact us to enquire about the repairs being undertaken on their equipment. Rayleigh Computer Shop recommend that most repairs take up to 2-3 business days to be completed, however some jobs may take longer depending on availability of parts, data recovery services and any other factor which may delay the repair. You will be notified of this, if a such situation arises.

4.12 Rayleigh Computer Shop will recommend upgrades to aid functionality where required.

4.13 Rayleigh Computer Shop offer a managed anti-virus programme which is available on a yearly subscription with a 30 day notice expiry period. Please ask us for more information if you require this service. This may be renewed at a discounted rate on renewal or the customer may choose to renew the product themselves.

5. Fees and Payment

5.1 The Customer agrees to pay the Fees in accordance with the Agreement.

5.2 Rayleigh Computer Shop shall be entitled to recover from the Customer his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.

5.3 Where performance of the Services is not possible, or only partial or incomplete performance of the Services is possible, the Customer shall pay to Rayleigh Computer Shop –

a) fees corresponding to the time spent by Rayleigh Computer Shop in accordance with Rayleigh Computer Shop' hourly rate in effect at the time of the performance or such other rate as may be agreed, if the non-performance or partial or incomplete performance is due to any reason other than an act or omission of Rayleigh Computer Shop; or

b) reasonable fees, as determined in Rayleigh Computer Shop sole discretion, corresponding to the proportion of the Services that have been completed, if the non-performance or partial or incomplete performance is due to an act or omission of Rayleigh Computer Shop.

5.4 The Customer shall pay Rayleigh Computer Shop for any additional services provided by Rayleigh Computer Shop that are not specified in the Services in accordance with Rayleigh Computer Shop' hourly rate in effect at the time of the performance or such other rate as may be agreed.

5.5 All sums payable by the Customer shall be paid –

a) immediately upon completion of the Services, and where appropriate prior to the release to the Customer of the Equipment, Software and other items delivered to Rayleigh Computer Shop by the Customer; or

b) where in Rayleigh Computer Shop absolute discretion credit payment terms are offered, within 30 days of the date of the relevant invoice, in cleared funds to such bank account as Rayleigh Computer Shop may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law, for Business Customers only and where necessary full credit checks and validity have been performed to meet the criteria as set out by Rayleigh Computer Shop.

6. Variation and Amendments

6.1 Rayleigh Computer Shop shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Customer.

6.2 If, due to circumstances beyond Rayleigh Computer Shop' control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. Rayleigh Computer Shop shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original arrangements as is reasonably possible in the circumstances.

7. Termination

7.1 Rayleigh Computer Shop may terminate the Agreement forthwith if:

7.1.1 the Customer is in breach of any of its obligations hereunder;

7.1.2 the Customer has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;

7.1.3 the Customer has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;

7.1.4 the Customer ceases or threatens to cease to carry on business; or

7.1.5 any circumstances whatsoever beyond the reasonable control of Rayleigh Computer Shop necessitate and justify the Termination of the Services.

7.2 In the event of Termination under clause 8.1 Rayleigh Computer Shop shall retain any sums already paid to it by the Customer without prejudice to any other rights Rayleigh Computer Shop may have whether at law or otherwise.

8. Warranty, Performance and Liability

8.1 The sole and exclusive remedies for unsatisfactory performance or unsatisfactory consequential impacts of performance shall be, at Rayleigh Computer Shop exclusive election, additional attempts

by Rayleigh Computer Shop to rectify performance or to rectify the unsatisfactory consequential impacts of performance or refund of the amount paid by the client.

8.2 Any claim by the Customer in relation to unsatisfactory performance or unsatisfactory consequential impacts of performance must be made within 30 days of the completion of the Services by Rayleigh Computer Shop.

8.3 The Customer acknowledges the inherent risks of damage to the Equipment, the Software, data and other property including, without limitation, risks due to destruction of or damage to equipment, machines, media or data, inability to repair the Equipment, inability to recover data and the Customer shall be responsible for providing insurance or shall otherwise assume liability in relation to all such risks and incidents of damage that may occur to the Equipment, the Software, data and other property provided by the Customer to Rayleigh Computer Shop under the Agreement during or as a result of the performance of the Services.

8.4 The customer shall assume responsibility for any physical defect already apparent, discovered or by the nature of the fault however caused. The nature can be defined as an initial fault indicated by the customer that has resulted in further issues discovered by Rayleigh Computer Shop whilst carrying out any such repair which may in turn result in a repair being unsuccessful due to other factors arising. Customers will be informed of any additional repairs and costs required.

8.5 All new hardware sold by us comes with the benefit of a 12 month manufacturer warranty. In the case of refurbished hardware then the length of any warranty period provided will be as stated in the invoice relating to the purchase.

8.6 Rayleigh Computer Shop shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Rayleigh Computer Shop' obligations if the delay or failure was due to any cause beyond Rayleigh Computer Shop' reasonable control.

8.7 Please be advised that while nothing will be done by Rayleigh Computer Shop to purposely cause loss of data and files from your computer, mechanical failure of computer components can happen without warning, and virus infections can cause unpredictable functionality errors.

8.8 Rayleigh Computer Shop shall not be liable for any claims regarding the physical functioning of equipment or media or the condition or existence of data on storage media supplied before, during or after service.

8.9 In no event will Rayleigh Computer Shop be liable for any damage to or loss of the Equipment, the Software, loss of data or other property provided by the Customer to Rayleigh Computer Shop under the Agreement, or for loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Rayleigh Computer Shop has been advised of the possibility of damages or loss to persons or property.

8.10 Rayleigh Computer Shop liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.

9. Non-Repairable & Abandoned Goods

9.1 Computers that have been diagnosed as non-repairable or not cost effective for repair, will be disposed of if not collected from Rayleigh Computer Shop within 180 days from submission at our sole discretion.

9.2 Rayleigh Computer Shop will contact you once goods are ready for collection. Should goods not be collected within four weeks, we will write to you and again request collection by a set date. If, after this date, items have not been collected, the goods left with us will belong to us automatically.

10. Returned Goods.

10.1 We regret that we will not be prepared to accept software if opened.

10.2 Any Un-opened item may be returned in the original packaging in the condition it was sold accompanied with a receipt within 14 days of your purchase date for a full refund. Certain restrictions and exceptions apply.

10.3 In all other cases goods returned within 30 days will be subject to a 25 % fee. This fee will be calculated on the total purchase price of the item. It represents the charge we have to pay to process the return to our suppliers.

11. Refund Policy

11.1 Where there is a necessitation for a refund, this will be made in the same method that payment was made. If payment made by credit/debit card, refund credit must be issued to the same card as was used for the purchase. Refunds make take 3-5 days to appear on your payment card.

12. Faulty Products

12.1 In the event that a item is returned and believed to be deemed faulty, where possible this will be tested. Any item purchased within 30 days of your receipt showing a fault, Rayleigh Computer Shop will offer a repair, replacement or refund, excluding items listed under exceptions. Any other items returned after this date will automatically fall under normal warranty conditions. Certain products are covered by the Manufacturer Warranty, the customer has the responsibility to contact them first regarding any fault, proof of purchase will be required. Rayleigh Computer Shop do not cover faults caused by accidents, misuse, neglect or normal wear and tear. Consumable items such as batteries and ink cartridges are covered by guarantee for 3 months from date of purchase.

13. Exceptions

13.1 Opened Software, Headphones, Special Orders, PC Computers or Laptops where the customer has added parts or any item where the warranty sticker has been broken are not returnable. Printers that have had ink or toner installed are all non-returnable unless they are DOA or completely non-functional upon first use, these will be covered by the manufacturer warranty and you must seek their advice in the first instance.

14. Indemnity

14.1 The Customer shall indemnify Rayleigh Computer Shop against all damages, costs, claims and expenses suffered by Rayleigh Computer Shop arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.

14.2 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

15. Confidentiality

15.1 During the term of the Agreement, the following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').

15.2 The Receiving Party:

15.2.1 may not use any Confidential Information for any purpose other than the performance of his obligations under these Terms and Conditions;

15.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and

15.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information.

15.3 The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information that:

15.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;

15.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

15.3.3 is required to be disclosed by any applicable law or regulation;

15.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other Party to these Terms and Conditions in respect of it and who imposes no obligations of confidence upon the Receiving Party.

15.4 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled.

15.5 The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.

16. Sub-Contracting and Assignment

16.1 Rayleigh Computer Shop may sub-contract to third parties all or any part of the work to be performed hereunder.

16.2 The Customer shall not assign to a third party any or all of its rights or obligations under these Terms and Conditions without the prior written consent of Rayleigh Computer Shop.

17. Privacy Policy Conditions

17.1 The contact information supplied in the agreement is used for the duration period of the submitted 'job' to Rayleigh Computer Shop. The paper record shall be stored for a period of 365 days electronically with all passwords supplied removed before storage, the paper copy will be subsequently shredded. All paper copies of sales receipts are stored for financial regulations and stored duly until such time they are deemed to be destroyed. Upon the consent of the customer as set out in the agreement Rayleigh Computer Shop will only use these details to send a reminder for an annual 'PC Health Check and BullGuard Internet Security Renewal'. If the customer does not return to Rayleigh Computer Shop within 13 months, all information held, will be deleted from our records. At any time, the customer may inform Rayleigh Computer Shop if they wish to make a request for the personal information held on record or so wish for this information to be deleted. Rayleigh Computer Shop will comply with all such requests within a 1-month period from the initial request date. Rayleigh Computer Shop do not store debit or credit card details and are PCI DSS compliant regulated by Security Metrics. At no time will personal information be available or shared with any third party organisations. CCTV is provided within and around our premises for the safety and security for customers and staff of Rayleigh Computer Shop, any issues arising will be alerted to the appropriate authorities.

18. General Data Protection Regulation (GDPR)

18.1 Rayleigh Computer Shop are registered with the Information Commissioner's Office under Registration Reference A8282616.

19. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

20. Waiver

20.1 No waiver by Rayleigh Computer Shop of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.

20.2 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

21. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

22. Law and Jurisdiction

22.1 These Terms and Conditions shall be governed by the laws of England and Wales.

22.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

**Rayleigh Computer Shop reserve the right to make any additions to these conditions without notice.
Please keep all receipts, no refunds / repairs / replacements or exchanges will be made
without proof of purchase.**

RAYLEIGH COMPUTER SHOP ALWAYS ISSUE RECEIPTS

THIS POLICY DOES NOT AFFECT YOUR LEGAL RIGHTS. DETAILS OF YOUR LEGAL RIGHTS ARE AVAILABLE FROM TRADING STANDARDS OR CITIZENS ADVICE CONSUMER SERVICE.

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