

# AB Computer Service

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## Terms & Conditions

1. AB Computer Service or Andrew Beddard, Computer Consultant of 27 High Street, Cowbridge, CF71 7AE, Wales, UK (hence forward referred to as The Business) will carry out all work without exception on the basis that a request for work to be carried out is deemed acceptance of these terms & conditions. The terms and conditions may be updated by us from time to time without notice to you so you should review these terms and conditions periodically for changes.
2. The Business will endeavour to protect sensitive business, financial or personal data including a number of types of information relating to racial or ethnic origin, political opinions, religious or other similar beliefs, physical or mental health, sexual life or criminal records at all times but can not accept responsibility in any form for loss in this information.
3. Invoices for work are payable immediately and as per English law we set a default period of 30 days after which time we have the right to charge interest at a monthly interest rate of 12% on late-payments and claim compensation for debt-recovery costs. In addition a one off administration charge of £75.00 will be charged if The Business has to prepare a case for legal proceedings.
4. The Business can not be held liable for any loss of any kind, incurred by its customers, due to unforeseen delays or breakages, breakdowns etc however they may occur.
5. Due to the complexities of computer programs, hardware and software compatibility issues all work can not be expected to be 100% working but be of a sufficient state to be able to carry out the intended task it was designed, installed or created for the final assessment being carried out by The Business.
6. The change of use of any software, hardware or website should be only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use of the software or website and should not be carried out without the permission of The Business. All changes which are unlawful, or which may harass or cause distress or inconvenience to any person will be the responsibility of the customer.
7. We accept no liability for any indirect or consequential loss or damage or for any loss of data, profit, business, revenue or anticipated savings (whether direct or indirect), in each case, howsoever caused, whether foreseen, foreseeable, known or otherwise.
8. You acknowledge and accept that computer systems may contain faults, including viruses, and may from time to time require periods of downtime (being periods during which they is not available to you) for the purposes of repair, maintenance and upgrading.

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9. We have a dedicated customer care policy and as such aim to meet all your needs.
10. Any goods (which includes Content that is supplied to us by third parties either directly or indirectly) is provided on an "as is" and "as available" basis and we make no warranties or representations, whether express or implied, in relation to goods or the Content, including but not limited to, implied warranties or conditions or completeness, accuracy, satisfactory quality and fitness for a particular purpose.
11. You acknowledge that all copyright, trademarks and all other intellectual property rights in the content or software shall remain vested in us or our licensors.
12. Only generally accepted forms of payment will be considered and at this time credit or debit cards are not a valid means for the payment for any of The Business services or goods - In particular, this applies (but is not limited whatsoever) to late payments and dishonoured cheques and payment is only complete when any funds have cleared the banking system.
13. All designs including passwords and access names or codes remain the property of The Business and can be withheld or changed without the clients consent or us informing the client of our intention to do or informing the client of the changes made till final payment has cleared our banking system This would only be done if the client was
14. Cancellation of appointments by the client at short notice shall be considered on merit however repeated incidents will be made liable for the full appointment fee as recompense to lost time and business.
15. Once goods have been ordered for the client the client will become liable for any costs incurred by The Business with respect to shipping and restocking costs.
16. These Terms and Conditions constitute the entire agreement of the parties in relation to the use of this our service and supersede any other agreements between the parties in this matter. However, nothing in these terms shall exclude our liability for fraud or fraudulent misrepresentation.
17. If any of these Terms and Conditions becomes void or unenforceable in whole or in part, the validity of the remainder of these Terms and Conditions shall not be affected.
18. The rights of you and us under these Terms and Conditions may be exercised as often as necessary. They are cumulative and not exclusive of either party's rights under the general law, and may be waived only in writing. Delay in exercising or non-exercise of any right is not a waiver of that right.
19. Refunds will be given at the discretion of the The Business management and strictly within 30 days of invoice.
20. All other rights not stated here are reserved
21. These terms and conditions shall be governed by English law and you submit to the exclusive jurisdiction of the English Courts.