



Terms & Conditions

General Service Terms

1. Definitions

1.1 "We, us, our, PC Poorly, company, representative" refer to PC Poorly and those who carry out services with express permission to do so under our trading name

1.2 "You, your, yourself, business, service user, customer, client, end user" refer to those whom PC Poorly provide services for.

2. Acceptance Of Service

2.1 Upon accepting a service you enter into a verbal agreement for PC Poorly to carry out the requested services and you agree on service timescale, price of service, payment timescales and payment methods.

2.2 Entering an agreement of service with us, you agree that we will not be liable for any data loss whilst any computer(s) owned by a service user is in our possession. You also agree that it is the responsibility of yourself to make sure your computer(s) are fully backed up before we provide any service to your equipment.

2.3 Whilst your equipment is in our possession or transit you are aware that damage / loss not inclusive of negligence are protected by our insurers. Where such occurs we will replace lost or damaged computer(s), components(s) upon successful claims from our insurers.

2.4 All Representatives of PC Poorly will be covered by our insurers for public liability either at the registered address of the company or the registered address of the business or customer.

2.5 When you agree to a service carried out by PC Poorly you are aware of these terms and conditions, understand them, accept them and agree that you can view them at any time on the public domain.

3. Performance

3.1 PC Poorly agree to carry out the terms laid out in the verbal agreement to provide a service to the service user. We agree that this service will be carried out to the end user before payment(s) become due, or due date if using the commercial account.

3.2 Where performance is suffered due to Acts of God, environmental disaster, ill health of our representative(s) or holiday periods you agree that PC Poorly is not liable and will not constitute cancellation of the service contract or verbal agreement.



3.3 Payments will fall due upon invoice receipt (for home customers), or monthly account date (for commercial customers). Business entities covered by our commercial account system will collate work carried out by PC Poorly during the calendar month, of which a monthly invoice will be presented, due for payment no later than the end of the following calendar month.

3.4 Late payments by home customers and commercial accounts will be subject to an initial admin charge of £25 and statutory interest accrued from the 1st day of late payment. After 90 days of interest, any outstanding payments will be passed to collection agencies, through our insurers to resolve the debt.

3.5 Customers, both home and commercial will be liable for the full invoice amount including interest charges and administration fees, debt sale fees, court costs and any financial loss suffered by PC Poorly as a direct consequence of late payment.

4. Sale Of Goods and Warranty (New Computers)

4.1 You agree and are aware, it is our business practise to use your payment details over the phone to pay for individual components that complete a new computer build.

4.2 Your payment details will not be stored, sold or used by us or any 3rd party and once the transaction is complete will be destroyed.

4.3 You are aware and agree for us to use your payment details on secure, 3rd party supplier websites for the purpose of your transaction only.

4.4 You agree that PC Poorly will not be held liable for any financial loss, identity theft or otherwise suffered by you by using your payment details online.

4.5 Any purchases PC Poorly make on your behalf, using your details, constitutes you own the equipment and therefore all manufacturer warranties entitled.

4.6 If you need to exercise your rights under component warranty, PC Poorly agree to provide a temporary replacement whilst we arrange to return the faulty item and the supplier agree the component is faulty and provide a replacement item. You agree we are not liable for any loss suffered by you or the business during this time.

4.7 Your warranty covers manufacturer defects only, if a component, item or computer(s) have been used for anything other than its intended purpose you agree that warranty on the affected item(s), components(s), computers(s) will be null and void and for replacement you agree to pay costs of item replacement plus a standard call out fee.

4.8 Your warranty does not cover accidental damage

Last Revised 1st April 2010