

All customers and/or website visitors agree to be bound by the terms and conditions of service set forth below upon usage of any services offered by Netwisdom Limited also trading as Cone Computers.

1. Definitions and Interpretation

"Contract" means a contract for the purchase by the Customer of Services from Netwisdom incorporating these terms and conditions and arising from the acceptance by Netwisdom Limited of an Order; "Customer" means the person, firm or company ordering Products or services; "Default" shall mean any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable; "Netwisdom" means Netwisdom Limited also trading as Cone Computers and its technicians, or any such other business Netwisdom may appoint as sub-contractor to provide the Services to the Customer; "Intellectual Property Rights" means copyright, patent, trademark, service marks, registered designs, sui generis rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing; "Licence Agreement" means any licence agreement relating to use of the Software; "Order" means any written order for Products, or Products and Services, received by Netwisdom from the Customer; "Services" means any configuration or installation services provided by Netwisdom as sub-contractor of the Customer to end-users of Products in conjunction with the supply of Products; "Software" means any computer software supplied by Netwisdom, whether embodied in ROM, RAM, firmware or on disk, tape or other media. "Confidential Information" all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating either to the Products or Services, the Seller or the Buyer (as the case may be); "Delivery Address" the address for delivery of the Products or Services as stated on the Purchase/Work Order; "Price" the price payable for the Products or Services as specified in the Purchase/Work Order and payable in accordance with the terms of this Agreement; "Products or Services" such products or Services to be sold by the Seller to the Buyer as may be determined from time to time by the Seller and Buyer; "Purchase/Work Order" the Buyer's purchase or work order for the Products or Services; "Specifications" any plans, drawings, data or other information relating to the Products; "Workshop Repairs" any services delivered on Netwisdom's premises; "Data Recovery" any attempt to recover, salvage or retrieve data from any computer storage media such as hard disks, floppy disks, USB disks, flash disks or any other computer-related equipment or media;

1.2 All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

1.3 Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.

1.4 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 in any way.

2. Contract Formation

2.1 All Orders submitted by the Customer to Netwisdom and accepted by Netwisdom shall be subject to these terms and conditions which shall form part of and govern any Contract.

2.2 Usage of any service or receiving any estimate or quotation for any Products and/or Services by the customer, issued by Netwisdom –verbally, by phone or in person or in writing including by email- shall be deemed acceptance of these terms and conditions.

3. Price

3.1 All prices for services stated in any quote, estimate or acceptance of Order are those current at the time of the Customer's enquiry by phone, by email or any other acceptable means.

3.2 All quoted prices are exclusive of VAT and carriage and VAT and/or carriage will be added to the agreed price if applicable. Cost of parts required to carry out a successful repair will be extra and are not included in any labour charge quoted.

4. Payment

4.1 Payment for parts and services must be made prior to the equipment leaving our premises

4.2. The customer agrees that payment for services and carriage is non-refundable and parts or equipment fitted or supplied will be replaced only if found faulty and/or covered by the manufacturer's warranty.

4.3 All payments made by the Customer to Netwisdom shall be in pound sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.

5.1 Netwisdom, to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by Netwisdom under an agreement with the manufacturer or supplier of the relevant Product.

5.2 The warranty service (if any) will be that provided by the manufacturer and any validation procedures relating to that warranty service are the responsibility of the Customer.

5.3 Netwisdom offer a 14 day warranty on the work carried out by Netwisdom only.

5.4 The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.

6. Terms of Service

6.1 Netwisdom will make every possible effort to preserve their customers' data, however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold Netwisdom responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.

6.2 Netwisdom shall charge an investigation/diagnostic fee of £25 +vat should a quote be refused by the customer which could have been repaired by Netwisdom. This charge will not apply to mail order customers, mail order customers will be charge £25 +vat for carriage purposes. Investigation fees are charged to pay for the time spent on diagnosing and obtaining quotes and re-assembly of the computer/s.

6.3 All computers repaired in Netwisdoms workshops are checked for viruses and are free from viruses before delivery to the customer. Netwisdom is not responsible for any virus or other malware infections that occur after the customer has received their computer(s). An additional charge will apply for the removal of any malware in the Customers computer(s) after the delivery of the computer(s).

6.4 All the customers' computers once repaired or declared irreparable, must be collected within 30 calendar days from the time the customer is informed. If the customer fails to collect the repaired or unrepaired computer, Netwisdom reserve the right to charge the customer for storage at a rate of £3 per day until the passage of a maximum of 8 weeks. The customer must claim or collect the computer within this 8 weeks, otherwise the computer will be recycled for parts and the customer will lose ownership of the computer and associated data.

6.5 Where the Customer requires Netwisdom to carry out any configuration or installation services either for the Customer and/or the end-user, Netwisdom shall do so as sub-contractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

6.6 Netwisdom will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and will ensure that all the Services are provided with all reasonable care and skill and by suitably trained and qualified persons.

6.7 Customers are required to identify to Netwisdom, any damage, inconsistency or incorrect operation prior to the removal of any hardware, software or computer product from their premises and/or before any work is undertaken. If Customers fail to do so, Netwisdom may charge additional fees to rectify such problems in accordance with executing the work order.

7. Liability

7.1 Netwisdom shall a) not be liable for any claims regarding the physical functioning of the equipment/media or the condition or existence of data stored on the media supplied before, during or after services; b) In no event will Netwisdom be liable for any loss of data or loss of revenue or profits, before, during or after services even if Netwisdom has been advised of the possibility of damages or loss to persons or property.

7.2 Should Netwisdom receive a computer which has been damaged in transit through lack of protective packaging by the customer, Netwisdom and/or the couriers will not be held responsible. Should a package arrive damaged which appears to be the fault of the carriers, Netwisdom will go through the claims process with the carrier and when a settlement reached the customer will be refunded. Netwisdom is not liable for the damage and payment will be made by the carrier (usually within 60-90 days)

7.3 Netwisdom liability of any kind with respect to the services, including any negligence or delay in delivery of service on its part, or loss of equipment or media, shall be limited to the quoted price for the services.

7.4 The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery and/or computer repairs, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Netwisdom. The customer agrees not to hold Netwisdom responsible for any damage or loss of equipment or media or data loss. In case of any damage or loss to the original media or equipment, the liability of Netwisdom shall be limited to providing the customer with similar media or equipment of comparable price or capacity.

7.5 Netwisdom shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of Netwisdom for: (a) any loss of profits, business, revenue, goodwill or anticipated savings, whether sustained by the Customer or any other person; or (b) any special, indirect, or consequential loss whether sustained by the Customer or any other person.

7.6 Any advice or recommendations given to the Customer by Netwisdom or its employees or agents as to storage, application, use or preference of goods which is not confirmed in writing by Netwisdom, is followed or acted upon entirely at the Customer's own risk and accordingly Netwisdom shall not be liable for any such advice or recommendation which is not so confirmed.

7.7 While Netwisdom will make every effort to preserve the integrity of any equipment under repair, the Customer agrees not to hold Netwisdom responsible for any accidental damages to the equipment in its possession including but not limited to surface scratches, deformations and cracks.

7.8 Netwisdom will not be liable for coincidental failure in customer equipment which occurs in the course of providing their services. In such cases Netwisdom will promptly advise the customer of the failure and provide an estimate of additional fees to rectify such problems.

8. Confidentiality

8.1 Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent. Potentially illegal activities, if seen, will be reported to the proper authorities as is deemed necessary.

9. Variations

9.1 Netwisdom reserves the right to modify these terms and conditions. Any such modification will apply on the effective date specified in the said notice to all services and products provided by Netwisdom

10. Law

10.1 All Contracts shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

11. Waiver

11.1 The waiver by either party of a breach or default of any of the provisions on this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operates as a waiver of any breach or default by either party.