

## Terms of service

September 2008 revision 1

**Adam Piggott is trading as Proactive Services (Computing) and is a bona-fide, full-time sole trader of computer services and products since February 2004.**

This document outlines the terms between Proactive Services and its clients regarding:

Provision of services.....	1
Provision of products.....	2
Estimates and quotations.....	3
Fees, invoices and payment terms.....	4
Contact details.....	5
Privacy and the Data Protection Act.....	5
Unlicensed software.....	6
Obtaining a copy, and changes to these terms.....	6
Accepting these terms.....	6

I try to ensure that this document is written in clear language and with a minimum of technical terms. These terms are not written in an attempt to restrict your rights but for us both to be formally aware of the expectations of our relationship.

### Provision of services

#### Time scales

Where a time scale for a service has not been agreed in writing and is not described as urgent it will be treated as not urgent and will be attended to in my own time, but I will make efforts not to cause unnecessary delay. For smaller-scale services I will often advise a time scale verbally and will make best efforts to keep to this. If you feel you have been unacceptably delayed please bring this to my attention. If you would prefer that I perform a service within a certain time limit please inform me..

If further information, permission or other action is required from you before a service can be started or continued it is your responsibility to provide this and you accept that a service may be delayed past the agreed time if this is not provided in a timely manner.

#### Quality of service

I always strive to provide a high-quality service in a professional, prompt and friendly manner. If at any time you feel that any service:

- is unprofessional or unfinished, or;
- has not been explained to your satisfaction or understanding, or;
- does not meet your required criteria or solve your stated problem, or;

- has left you unhappy in any other way;

...please inform me so that I can address any concerns.

### Ad-hoc advice and support

If I am contacted ad-hoc for general advice I do not usually charge for this; I'm always happy to speak to my clients. Examples of such *advice* would be what to do with a suspicious email or how to respond to an error message.

If I am contacted for support then I usually charge my *normal fees*. Examples of *support* would be troubleshooting an Internet connection or a fixing a word processing program that is not starting.

I try to be a reasonable supplier and would not usually charge for taking an occasional call with quick questions! I do, however, reserve the right to charge my *normal fees* at all times.

## Provision of products

### Time scales

Under some circumstances I may require pre-payment before ordering products in which case ordering will commence when payment has been made in full and funds have cleared. Most suppliers deliver on next business day terms so as long as payment is made promptly you should not experience a lead time of more than two business days from payment.

### Anti-virus software

The term “virus” includes trojans, worms, spyware, adware and any other maliciously-created computer program.

I recommend Eset's NOD32 anti-virus system as my experience shows it has a better prevention rate than its competitors and has a lesser impact on the speed and resources of a computer. Fees quoted for Eset NOD32 include provision of the software, license, installation and technical support for NOD32 for the license duration. You will receive a copy of your license, user name and password by email for your records. I do not supply a boxed or physical product; one of the advantages of NOD32 is that I can keep a copy of the installation files with me at all times.

I normally set-up NOD32 to automatically email me if it encounters any problems, becomes out-of-date or detects a virus. This procedure provides a substantial proactive benefit for your computers. Although I strongly recommend this reporting feature it can be disabled if you require.

I *do not* certify that NOD32 will prevent your computer from virus infection. I supply it with professional opinion that it is the best anti-virus system available, but no system can protect your computers from every virus. The inclusive technical support does not include removing virus infections.

If you wish to cancel a NOD32 license 14 days or less after purchase I will supply a full refund. After 14 days I will refund an amount proportional with the elapsed term of the license.

### Warranty

If a product that Proactive Services supplied has to be returned to the manufacturer or supplier within the warranty period, I charge only for postage and travelling expenses at cost. *Normal fees* to troubleshoot or replace products under warranty are waived.

Complimentary support is offered for seven days after purchase for “teething problems”, queries on how to use products and at my discretion, additional software installation for computer systems. All other services or assistance will incur *normal fees*.

*Normal fees* apply to all time and expenses for services on products that are out of warranty or not supplied by Proactive Services.

Computer systems that are custom-built by Proactive Services have a minimum warranty term of one year. The component parts that make up a computer have differing warranty periods ranging from one to

five years and in some cases a lifetime warranty, all of which I honour. General problems which are not attributable to any particular component will be considered under a one year warranty.

Computer systems that are supplied, but not *built*, by Proactive Services are excluded from the above warranty policy but will be covered by their manufacturer guarantee. *Normal fees* apply to all time and expenses for services relating to such systems.

Unless stated otherwise I am the first point of contact for any problems. I warrant that any services provided to install a product will be free from errors and if any are found will correct them without additional charge.

In all instances your statutory rights are, of course, not affected.

## **Estimates and quotations**

*In this section a "document" will refer to a written estimate, quotation or other written confirmation to such effect and "particulars" refer to the stated fees, time scales and other pertinent information contained therein.*

I reserve the right to charge *normal fees* for any documents; typically fees are only applied for more complex documents. Where a valid date is not present on a document it is valid for seven calendar days from the date specified.

When a fee is stated verbally or in writing it is an *estimate* unless stated as a *quotation*.

You agree that you understand an *estimate*, or use of the term, does not guarantee the particulars of a service and the final invoice may not meet the estimate. If I provide a *quotation* for a service the fee will not be more than stated unless the particulars are changed from the original specification.

If for any reason I believe that a service will exceed any of its particulars by an unreasonable amount I will contact you before starting/continuing and seek your permission to carry on. You agree that this is done in keeping with good practise and may cause necessary delay to a provision. This may not be the case where the prompt completion of a service is critical to your computer and when I cannot contact you at short notice. Determination of the term *excess* relating to the particulars will be at my discretion unless you wish to place a ceiling specifically, which must be done in writing and before service commences.

If the particulars of a document are exceeded, or are expected to, I will:

- consult with you and supply an amended document if required, or;
- for *estimated* services increase the fee proportionately at my discretion, or;
- if you wish, attempt to remove any changes and cancel the remainder of the service entirely, returning your computer to a state at least as functional as it was provided, and in all cases;
- charge an amount proportional with the final state of work.

As I provide emergency support to other clients I may need to delay a service to see to other clients' urgent needs. You will not hold me responsible for any consequences arising from a delay of this nature. I will not interrupt a service that is critical to your computer while time is of the essence.

There are occasions in the computing industry where one cannot *stop* or *undo* a service and unknown circumstances may arise during provision which will exceed the particulars of a document. You agree that you understand this and will take it into consideration in the interests of preserving goodwill.

Some services are dependent on the capability, efficiency and reliability of third parties, for example an Internet Service Provider, and can be impacted by a poor-quality service on the part of such parties. I will not be held responsible for any breach of particulars due to such failure.

If you believe that any factors or extenuating circumstances have not been taken into account, or have been discovered after a document has been issued, you will inform me so that if necessary the document may be amended. You will not allow me to provide a service whilst you believe that I have not taken such

matters into consideration. If I have not been made aware of such circumstances before or during a service you will be responsible for any breach of particulars.

## **Fees, invoices and payment terms**

I understand and will exercise my statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not made according to my terms. I also understand and will exercise rights according to grossly unfair contractual terms and rights to representative bodies to challenge said terms.

### Normal fees

My *standard fee* is £40.00 per hour rounded to the nearest five minutes. This standard fee will typically apply for services provided during my standard working *schedule* of 08:00 hours to 21:00 hours, seven days a week excluding public holidays. Where feasible I may offer a fixed price for a service.

I offer a *reduced fee* of £30.00 per hour, rounded to the nearest five minutes, for certain services such as remote assistance.

If out-of-schedule services are required my *extended fee* is £80.00 per hour, rounded to the nearest five minutes.

I charge *travelling fees* of £10.00 per hour, rounded to the nearest five minutes and expenses at cost. Journeys by bicycle incur a 10 minute preparation and 5% surcharge to account for wear and tear; journey times are calculated by mileage divided by an average speed of 12mph. Travelling fees are applied to all visits unless stated otherwise.

If you have been offered alternative fees in writing they supersede these terms.

If you can supply advance notice of services requiring out-of-schedule work I may be able to reduce the extended fee.

### Invoices and payment terms

As Proactive Services is not VAT registered all of my invoices are at nil VAT. I strive to run an above-board business - please do not ask for an invoice to a business for services or products provided to you personally.

Invoices may have individual payment terms but are otherwise payable 14 calendar days from invoice date. An invoice is due for payment *on the day of issue* and if the payment term elapses without full payment I will charge you interest (statutory rate of 8% plus the current reference rate) and debt recovery fees (£20.00 per invoice). If you repeatedly pay late you will be at risk of being required to pre-pay for services, charged higher rates or termination of our professional relationship. If alternative payment terms are agreed these will not retrospectively apply to invoices or other agreements.

I send invoices primarily by email as an Adobe Acrobat PDF attachment. If you cannot view PDF files I may offer to assist you with installing a PDF reader program. Invoices are considered delivered as soon as your email service provider accepts them from my service provider. You are responsible for collecting and reporting any problems with an invoice once it has been delivered. If you wish to receive invoices by any other method (for example, postal mail) you must inform me before an invoice is issued.

Payment methods can be found at the footer of each invoice.

Payment is considered made when the entire invoice amount has cleared into my account or cash is received. Payment is *not* considered made if a cheque is “in the post”. If paying by cheque you will ensure they are sent in sufficient time for delivery and will arrive with five working days for clearing. If any payment fails or is withdrawn, for example a bounced cheque, you will be liable for all costs incurred by me as well as all time taken to reconcile with you and my bank at my *standard rate*.

I enforce my payment terms **strictly** but would rather not need to.

If payment is not made in person I will confirm in writing when received. I am always happy to provide a

receipt if you require.

## Contact details

I aim to answer any correspondence or voice messages as soon as possible. If you are trying to get hold of me urgently and are put through to my land-line messaging service you may get a faster response by contacting me on my mobile phone.

You can visit at my web site at <http://www.proactiveservices.co.uk/>

When information or permission is requested *in writing* this can be accepted by email (preferred) or postal mail. When other *contact* is requested this can be made in all of the forms outlined in this section. Please keep in mind the unreliable nature of SMS (text messages). If you send an email feel free to use the “read receipt” feature of your email program to confirm receipt. I prefer to receive digitally signed email.

If you would like correspondence sent to you in larger text or feel that I frequently use technical terms that you do not understand or have any other difficulty corresponding with me please advise me so.

By telephone:

Land-line telephone: 01730 268199

Mobile telephone and SMS: 07780 820660

Fax, by request please: As land-line

I strive to answer telephone messages within two hours. When I am away from my office I divert all land-line calls to my mobile. You pay no extra telephone costs when this is in effect. Please use my land-line as your first point of telephone contact.

By email:

[adam@proactiveservices.co.uk](mailto:adam@proactiveservices.co.uk)

I aim to answer email queries within two hours during my standard work schedule.

If you wish to send PGP signed or encrypted email, my public key is available from [http://www.proactiveservices.co.uk/data/proactiveservices\\_adampiggott.asc](http://www.proactiveservices.co.uk/data/proactiveservices_adampiggott.asc)

The key fingerprint is: 890A 060D 6B77 690A 4073 B668 EEE4 5576 D3EC 5C39

Do not download my key from public key servers; I have never uploaded my public key so any such keys should be considered invalid.

I prefer to receive PGP signed email so that I can be assured of its authenticity. All email I send is PGP signed. You will not send any confidential or sensitive information (passwords, accounting program data files etc.) by unencrypted email. You will not send me email exceeding 10 megabytes in size without prior consent.

By postal mail:

55 Sandringham Road,  
PETERSFIELD,  
GU32 2AB.

I aim to answer postal queries on the day of receipt.

## Privacy and the Data Protection Act

Proactive Services (Computing) is registered as a Data Controller under the Data Protection Act (1997). I store your contact details and information about your computer for administrative purposes. You are legally entitled to request what information I hold about you, and I may apply a fee for this.

During the normal course of providing services I have access to or will view (inadvertently or purposefully) information and files on your computer. I will of course keep this in the strictest confidence and will not make any record or copy without your consent. This may not be the case if you have

explicitly supplied the information, for example if you inform me of a computer's password I may record it for future reference.

If I keep a record of any information or a copy of a computer file it is at all times held under strong encryption, access control and auditing and is securely deleted when no longer required, or if you request removal.

If I have any reason to believe that any of your information or files that I hold have been accessed by an unauthorised third party I will contact you as soon as possible and will provide you services free of charge to rectify any security-related consequences.

As part of a standard procedure I install a set of troubleshooting and information-gathering programs on a computer that I service. These prove invaluable as they can perform diagnostic procedures on a computer without the need for a customer to follow lengthy instructions or type in complicated commands. I will have these tools email me details about your computer equipment, set-up and error reports when I first service the computer and at other times when I use the computer and require them. I also install automatic reporting tools which email me if critical parts of the computer fail. None of the details sent contain any personal information.

I keep secure, encrypted copies of all my business data and files on a trusted supplier's computer systems for off-site backup purposes to mitigate against data loss in the event that my premises or systems suffer a catastrophic event. All data and files that I hold regarding your computers is included in this backup system, excluding computer images. Only Proactive Services can read this information. Neither the supplier nor any other parties can read this information.

I may keep a backup copy of all files and information on a computer system (a computer image) under certain circumstances. Further details of this and my full privacy policy is available at <http://www.proactiveservices.co.uk/privacy.html>

I may keep a backup copy of all files and information on a computer system under certain circumstances. Further details of this and my full privacy policy is available at <http://www.proactiveservices.co.uk/privacy.html>

## **Unlicensed software**

I do not condone the use or trade of unlicensed software and will treat any such software as stolen goods, reporting them to the relevant authorities. I would not expect someone to take a computer program box from the shelf of a store without paying and consider this the same as using unlicensed software. If you have unlicensed software and are making efforts to, or wish to, promptly expunge any such items from your computer then I will be happy to assist you.

## **Obtaining a copy, and changes to these terms**

These terms can be obtained by request or from my web site. Alterations to these terms may be notified on the news page of my web site. If the terms or statements therein are subject to major change I will send you a copy of them by email; if you do not dispute the changes in writing within fourteen calendar days you will have accepted them.

Terms are available from: [http://www.proactiveservices.co.uk/terms\\_personal.pdf](http://www.proactiveservices.co.uk/terms_personal.pdf)

News, including alteration to terms: <http://www.proactiveservices.co.uk/news.htm>

## **Accepting these terms**

Before I can provide any services or products I need you to formally accept these terms. Please do so by emailing me stating that you agree to the terms outlined in the "September 2008 revision 1" terms of service".