



TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Ben Parker trading as THE TEK HUT of Unit 4, 19 Clevedon Road, Nailsea, North Somerset, BS48 1EH (we or us) to the person buying the services (you).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

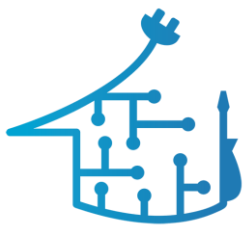
4. A "Business day" means any day other than a Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Service unless we specify otherwise.

Your obligations

10. You must obtain any permissions, consents, licenses or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
11. If you do not comply with clause 10, we can terminate the Services.
12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).



Fees and Deposit

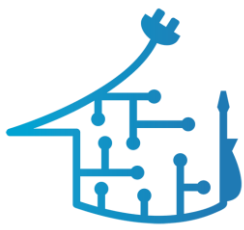
13. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
14. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling and hotel expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
15. However, before any additional work is carried out, we will aim to contact you first to discuss the no obligation fee.
16. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
17. You must pay a 50% deposit on purchasing New Laptops, Tablets or PC's from us. This must be paid during the point of order.
18. If you do not pay the deposit to us according to the clause above, we can either withhold provision of the Services until the deposit is received or can terminate under the clause below (**Termination**)
19. The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

Warranty

20. All new products purchased from THE TEK HUT will carry a 12month return to base warranty unless stated otherwise at the time of purchase.
21. All refurbished products purchased from THE TEK HUT will carry a 3month return to base warranty unless stated otherwise at the time of purchase.
22. On occasions certain components used will carry a longer warranty period and the Customer will be made aware of this at the necessary time.
23. Not all warranty work will be carried by THE TEK HUT and therefore may require third party support. THE TEK HUT can not promise an exact repair time but will notify the Customer of an estimated timeframe at the point of return.
24. THE TEK HUT cannot be held responsible for any personal data lost due to a part failure regardless of the devices age.
25. THE TEK HUT will always try to remove any personal data from the Customer's device before it is return to the manufacturer. However on the rare occasion this is not always possible due to hardware limitations.

Cancellation and amendment

26. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within of a period of 5 days from the date of the quotation, (unless the quotation has been withdrawn)
27. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
28. If you want to amend any details of the Services you must tell us in writing or in person as soon as possible. We will use reasonable endeavours to make any required changes and additional costs may be included in the Fees and invoice to you.



29. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

30. We will invoice you for payment of the Fees either:
- When we have completed the Services; or
 - On the invoice dates set out in the quotation
31. You must pay the Fees due within 0 days of the date of our invoice unless previously arranged otherwise by Ben Parker.
32. Time for payment shall be of the essence of the Contract
33. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest rate of 2% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment has been received in full.
34. Once you have been notified of work completion, you have 14 working days from this point to collect your device. If you fail to collect your device, we reserve the right to sell your goods to cover the cost of the work plus any additional recovery costs.
35. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in the order to justify withholding payment of any such amount in whole or in part.
36. If you do not pay within the period stated in clause 28, we can suspend any further provision of the Services and cancel any future service which have been ordered by, or otherwise arranged with, you.
37. Receipts for payment will be issued automatically upon payment being made.
38. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Termination

39. We can terminate the provision of the Services immediately if you:
- Commit a material breach of your obligations under these Terms and Conditions; or
 - Fail to make pay any amount due under the Contract on the due date for payment; or
 - Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - Convene any meeting of your creditors, enter into voluntary or compulsory liquidation.

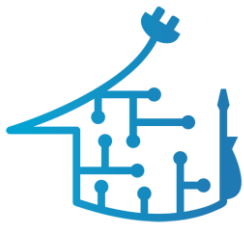


Data Protection

40. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
41. The parties agree that where such processing of personal data takes place the Customer shall be the, "data controller" and the Service Provider shall be the, "data processor" as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
42. For the avoidance of doubt, "Personal Data", "Processing", "Data Controller", "Data Processor" and "Data Subject" shall have the same meaning as in the GDPR.
43. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
44. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Service as mentioned In these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third parties purposes.
45. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict, "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
46. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
47. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquires or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: gdpr@thetekhut.uk

Circumstances beyond a parties control

48. Neither of us is liable for any failure or delay in performing our 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 even that is beyond the control the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.



Communications

49. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
50. Notices shall be deemed to have been duly given:
 - a. When delivered, if delivered by courier or other messenger (including registered mail during the normal business hours of the recipient)
 - b. When sent, if transmitted by fax or email and successful transmission report or return receipt is generated
 - c. On the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. On the tenth business day following mailing, if mailed by airmail.
51. All notices under the Terms and Conditions must be addressed to the most recent address, email address notified to the other party.

Last updated: 01-10-2020