

Terms and Conditions of Sale

The terms and conditions set forth below are a legal agreement between you (the Client) and Katja Gottschalk, trading as PC Harmony. These terms and conditions shall apply to all goods and services supplied to the Client by PC Harmony. By accessing these terms and conditions, the Client acknowledges that they have read, understood and agree with the conditions stated including exclusions and disclaimers in respect of liability and loss arising from the supply of goods and services to you the Client. These terms and conditions do not affect the Clients statutory rights.

Commission Agreement

By commissioning PC Harmony, you are entering into a contract with us. The following terms and conditions set forth are our obligations to you and what you are agreeing to.

Terms and Terminology

In these terms and conditions, references such as “our”, “we”, “us” and “their” refers to PC Harmony. The use of headings in these terms and conditions is for convenience only and shall not affect the interpretation of the terms and conditions under the headings.

Authorisation

By commissioning PC Harmony, the Client authorises the inspection and evaluation of the equipment to determine the nature of the repairs required and provide an estimate of repair cost and the time scale involved. The evaluation is £20 and no work beyond the evaluation will be charged without explicit Client approval.

PC Harmony when commissioned to carry out repairs also have the necessary permission from the Client to replace components with new or used devices of a similar or better design and capability.

The Client also authorises PC Harmony, its employees and agents to receive and transport equipment to and from the Clients premises to the offices of PC Harmony.



Repair Order Process

To process your equipment repair request we require the following information as a minimum:

Name, address, contact number, email address, Computer passwords etc.

We may use your details for marketing purposes however, we will not pass your details to any third party.

Client Legal Rights

The Client is the legal owner of the computer equipment handed over to PC Harmony for repairs. It is also acknowledged that all data stored on the computer equipment is the Clients property and PC Harmony is not permitted to access this data without the explicit permission of the Client.

Payment

Payment is due in full upon completion of a successful repair, prior to the release of the equipment whether shipped to the Clients address or picked up from PC Harmony place of business unless by special previous arrangement.

If credit terms are approved, payment in full must be made within 7 days from the date of the invoice. Beyond the 7 days, we have the right to add an additional 5% penalty of the total invoice for each week of non-payment.

Overdue payments may place the Client on credit hold. This means no further services, repairs or equipment will be supplied or made available to the Client until all previous payments are paid in full. PC Harmony may at its discretion withdraw credit facilities at any time if the Client is found to be in breach of these terms and conditions.

We will accept payment by cash and all major credit and debit cards. We unfortunately cannot accept payment by cheque.

Refunds can be by cheque or refunded to the credit or debit card used when paying for the service or repair. In circumstances when goods are supplied, you will only own these goods when payment in full is received.

Computer parts, hardware, and software that need to be specially ordered must be paid for in advance.

Estimate for Repairs

Upon initial inspection of the equipment, an estimate will be provided for the necessary repairs. For work estimates above £200 a deposit of 50% for goods and services will be required prior to the commencement of the works.

The acceptance of an estimate or quotation for a service or repairs and instruction to proceed by the Client either verbally by telephone or in person, or in writing (including email) shall be deemed acceptance of these terms and conditions.

Availability of Goods and Services

Goods and services are subject to availability. If for whatever reason we are unable to supply any goods or services, we will not be held liable for any compensation or damages as a result of the non-performance.

Booking a Service

You can book a service by either calling to our premises or requesting a repair service via our website or by email.

Home or Business Call Out Requests

If you require a home or business call out this may incur additional charges which will be conveyed in the quotation for the repairs. Home or business call outs are subject to availability of suitable engineers and allocated on a first come, first serve basis.

Online requests will be confirmed by either telephone or by email.

If a home or business call out is booked and access is not gained at the agreed allotted time the Client will be subject to a charge equivalent to 1 hour our standard hourly rate.

In the event when we cannot make the appointment at the agreed time due to factors beyond our control you will be contacted in advance advising you of the situation and re-schedule an appointment as soon as reasonably possible at a mutually convenient time. If you wish, you have the right to cancel your service or repair request. A full refund will be offered for any payments made in advance.

Cancellation of a Call Out Service Request

You may cancel an agreed home or business call out at any time up to 2 hours prior to the agreed appointment time. Cancellations made in sufficient time will be entitled to a full refund of any funds paid in advance.

If you cancel or change an appointment within 2 hours prior to the agreed time, the Client will be subject to a charge equivalent to 1 hour our standard hourly rate. Service or repair cancellations can be communicated by any of the following: Email, text message or telephone.

If no one was available when an engineer calls to the Client's premises, a note will be left confirming the call out. A new appointment can be re-scheduled however, the Client will be subject to a charge equivalent to 1 hour our standard hourly rate in addition to the costs of the service or repairs.

Delivery of Goods and Services

At the time of the order, we will endeavour to confirm a time scale for the service or repairs. There may be instances when the delivery of the service cannot be achieved due to circumstances beyond our control. All delivery times indicated should be considered approximate and we will not be held liable for compensation, damages due to a late or non-delivery.

If equipment is delivered back to the Client in a damaged or faulty state, you must inform us within 24 hours of the fault. We will arrange collection and repairs at our cost. If you fail to inform us within 24 hours, we shall have no liability for the goods damaged on delivery. This does not however affect your statutory rights.

Our Collection Policy

Any equipment left with PC Harmony and unclaimed for 30 days, will be disposed of to recover our costs incurred while carrying out a service or repair. After this period, PC Harmony shall have no liability to the Client or any third party.

Non-Compatibility Software

The Client understands and accepts that some software applications may no longer work correctly after a repair has taken place. This may be due to the installation of the latest hardware or software. It is therefore the Client's responsibility to reinstall or reconfigure these applications.

Backing Up Data

PC Harmony will make every possible effort to preserve the Client's data and files, however it should be noted that there are NO GUARANTEES whatsoever that the Clients data and files will remain intact after the repairs.

IT IS THEREFORE THE CLIENT'S SOLE RESPONSIBILITY TO ENSURE THAT ALL THE DATA AND INFORMATION STORED ON THE COMPUTER EQUIPMENT REQUIRING REPAIRS IS APPROPRIATELY BACKED UP TO OTHER STORAGE DEVICES PRIOR TO HANDING OVER FOR REPAIRS.

Charges will be incurred if PC Harmony must perform a lengthy backup procedure to protect the Clients own data in order to complete the repairs.

We cannot be held responsible for the following during the repairs:

- Loss or corruption of data, files, information or records;
- Any loss of business goodwill
- Any losses attributed to the interruption to business activity while equipment is out of service for repairs
- Failure by the Client to follow our reasonable recommendations, instructions and advice to back up data
- Any losses you may suffer arising from failure to use anti-virus software
- Any loss considered to be unforeseeable
- Damage resulting from viruses or other malicious software that may have been transmitted during servicing or repairs and therefore escaped detection

PC Harmony will not be liable for any damage caused to other equipment by parts supplied following any repair.

Confidentiality of Data Stored on Computer Equipment

PC Harmony, its Employees and Agents agrees not to disclose to a third party any information or data files stored on or recovered from the Client's equipment during the service or repair. PC Harmony may however store any disclosed passwords and login information with third party password managers for extra security.

Limited Liability

Whilst PC Harmony shall make every effort to preserve the integrity of equipment left for repair, the Client agrees not to hold PC Harmony liable for any accidental damage to the said equipment including but not limited to – casing cracks, scratches, deformations, theft of the equipment etc.

Additionally, PC Harmony cannot be held liable for any loss of data, loss of revenue or profits, or any incidental, contingent, or consequential damages, howsoever caused either prior, during a service or upon completion of a service.

PC Harmony liability of any kind with respect to services undertaken, including any negligence on its part, shall be limited to the contract price for the services provided. Furthermore, should PC Harmony, its employees or agents offer any advice or recommendations to a Client as to the use of computer equipment, storage, use of software applications confirmed by whatever means is used entirely at the Clients own risk and accordingly PC Harmony shall not be held liable for any such losses associated with such advice or recommendations.

Warranties

PC Harmony provides a 30-day warranty on labour only repairs carried out on computer equipment requested by the Client. PC Harmony makes no warranty for data or computer files either expressed or implied. PC Harmony disclaims any data warranty of any kind. If the same problem re-occurs within 30 days of the original repair, PC Harmony will undertake the repair again without charge. However, charges will be incurred should additional parts are required. This warranty excludes faults caused by viruses or software issues.

All computer parts supplied by PC Harmony are new and come with a 1-year manufacturer's warranty from the date of the repair. In some instances, we may offer second hand or used parts at a reduced cost. The Client will be consulted if they are willing to accept second hand or used parts prior to fitting. No warranty will be provided with second hand or used parts.

Any warranty offered will become invalid if the manufacturers marked label is removed or tampered with in any way from the parts installed during a repair. Parts are only covered under warranty that fail due to manufacturing defects for the said parts and confirmed by the component manufacturer. Should the part fail because of mishandling of the computer equipment or inadequate subsequent servicing or failure from "fair wear and tear" the warranty becomes invalid.

Damage to a computer system or its components supplied by PC Harmony under a repair contract caused by a power surge or spikes, including but not limited to mains power and telecoms connections or other unspecified sources e.g. voltage fluctuation, amperage fluctuation, water ingress are not covered under the warranty.

Furthermore, the warranty does not cover for any loss or damage due to negligence, mishandling, accidents, theft, water flooding, war outbreak, electrical storms, fire outbreak, earthquakes, or any other act of God.

Manufacturers Warranties

During the performance of our services, we may affect a manufacturer's warranty validity. It is the Clients responsibility to determine the consequences of our services on any manufacturer's warranty and take the appropriate action necessary.

Misquote

If we provided a quotation and subsequently discover that the quote is incorrect, we reserve the right to cancel the order and return your equipment without any repairs carried out. We will contact you at the earliest convenience to advise you of the situation and you will be given the option to proceed based on a new revised quotation or the order can be cancelled.

If you choose to cancel the order, any monies paid in advance for the repairs will be refunded in full.

This Agreement

All contracts formed between PC Harmony and the Client shall be governed by and construed in accordance with and governed by the laws of Great Britain and Northern Ireland.

Each party agrees that any disputes not resolved by the normal complaints procedure will be submitted to the court within the jurisdiction of Great Britain.

PC Harmony reserves the right to change their terms and conditions at any time without prior notice.

GDPR 2021 PRIVACY NOTICE

This document refers to personal data, this is defined as information concerning any living person (a natural person who hereafter will be called the Data Subject) that is not already in the public domain. The Data Protection Act (DPA), Privacy and Electronic Communications Regulations (PECR) and The General Data Protection Regulation (GDPR) which is EU wide and far more extensive, seek to protect and enhance the rights of data subjects. These rights cover the safeguarding of personal data, protection against the unlawful processing of personal data and the unrestricted movement of personal data within the EU. It should be noted that GDPR does not apply to information already in the public domain such as Companies House data.

PC Harmony is pleased to provide the following GDPR information:

Who we are

PC HARMONY is an IT company supplying hardware, software, web-based solutions, IT maintenance, and other consumable sales.

Personal Data

PC HARMONY uses the information collected from you to provide quotations, make telephone contact and to email you information you have requested and promotional information which PC HARMONY believes may be of interest to you and your business. In you making initial contact you consent to PC HARMONY maintaining a marketing dialogue with you until you either opt out (which you can do at any stage) or we decide to desist in promoting our services. PC HARMONY also acts on behalf of some suppliers in the capacity of data processor. When working as a data processor, PC HARMONY will be acting on the instruction of the product suppliers for products and will work hard to ensure that these suppliers are fully GDPR compliant.

Some personal data may be collected about you from the forms and surveys you complete, from records of our correspondence and phone calls and details of your visits to our website, including but not limited to personally identifying information like Internet Protocol (IP) addresses. PC HARMONY may from time to time use such information to identify its visitors. PC HARMONY may also collect statistics about the behaviour of visitors to its website. PC HARMONY's website uses cookies, which is a string of information that a website stores onto the visitor's computer. These cookies log the visitor's browser each time they return. WordPress.org uses cookies to help PC HARMONY identify and track visitors and their website access preferences. PC HARMONY website visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using PC HARMONY's website.

Any information PC HARMONY holds about you and your business encompasses all the details we hold about you and any sales transactions including any third-party information we have obtained about you from public sources and our own suppliers such as credit referencing agencies.

PC HARMONY will only collect the information needed so that it can provide you with IT services, this business does not sell or broker your data.

Legal basis for processing any personal data

To meet PC HARMONY's contractual obligations to customers and to respond to sales enquiries. Legitimate interests pursued by PC HARMONY and/or its clients To promote the IT and phone services offered by PC HARMONY.

Consent

Through agreeing to this privacy notice you are consenting to PC HARMONY processing your personal data for the purposes outlined. You can withdraw consent at any time by emailing info@pcharmony.co.uk or by phoning +44 (0) 1423 439 285 or writing to us, see last section for full contact details.

Disclosure

PC HARMONY may on occasions pass your Personal Information to third parties exclusively to process work on its behalf. PC HARMONY requires these parties to agree to process this information based on our instructions and requirements consistent with this Privacy Notice and GDPR. PC HARMONY do not broker or pass on information gained from your engagement with the business without your consent. However, PC HARMONY may disclose your Personal Information to meet legal obligations, regulations or valid governmental request. The business may also enforce its Terms and Conditions, including investigating potential violations of its Terms and Conditions to detect, prevent or mitigate fraud or security or technical issues; or to protect against imminent harm to the rights, property or safety of PC HARMONY, its suppliers and/or the wider community.

Retention Policy

PC HARMONY will process personal data during the duration of any contract and will continue to store only the personal data needed for seven years after the contract has expired to meet any legal obligations. After seven years any personal data not needed will be deleted. Data storage Data is held in the United Kingdom using an encrypted server. Some data is also stored in the US on OneDrive and Office 365. All data is backed up to iDrive.

Your rights as a data subject

At any point whilst PC HARMONY is in possession of or processing your personal data, all data subjects have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records
- Right to restriction of processing – where certain conditions apply you have a right to restrict the processing
- Right of portability – you have the right to have the data we hold about you transferred to another organisation
- Right to object – you have the right to object to certain types of processing such as direct marketing
- Right to object to automated processing, including profiling – you also have the right not to be subject to the legal effects of automated processing or profiling

In the event that PC HARMONY refuses your request under rights of access, we will provide you with a reason as to why, which you have the right to legally challenge.

PC HARMONY at your request can confirm what information it holds about you and how it is processed.

You can request the following information:

- Identity and the contact details of the person or organisation (PC HARMONY) that has determined how and why to process your data
- The purpose of the processing as well as the legal basis for processing
- If the processing is based on the legitimate interests of PC HARMONY or a third party such as one of its clients, information about those interests
- The categories of personal data collected, stored and processed
- Recipient(s) or categories of recipients that the data is/will be disclosed to
- How long the data will be stored
- Details of your rights to correct, erase, restrict or object to such processing.
- Information about your right to withdraw consent at any time
- How to lodge a complaint with the supervisory authority (ICO)
- Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and the possible consequences of failing to provide such data
- The source of personal data if it wasn't collected directly from you

- Any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing.

To access what personal data is held, identification will be required. PC HARMONY will accept the following forms of ID when information on your personal data is requested: a copy of your driving licence, passport, birth certificate and a utility bill not older than three months. A minimum of one piece of photographic ID listed above and a supporting document is required. If PC HARMONY is dissatisfied with the quality, further information may be sought before personal data can be released. All requests should be made to info@pcharmony.co.uk or by phoning +44 (0) 1423 439 285 or writing to us at the address further below.

Complaints

In the event that you wish to make a complaint about how your personal data is being processed by PC HARMONY or its partners, you have the right to complain to Katja Gottschalk, trading as PC Harmony. If you do not get a response within 30 days, you can complain to the ICO. The details for each of these contacts are:

PC Harmony
20 Bower Road
Harrogate
North Yorkshire
HG1 5BW
Telephone: 01423 439 285
Email: info@pcharmony.co.uk

ICO Wycliffe House, Water Lane, Wilmslow, SK9 5AF Telephone +44 (0) 303 123 1113 or email: <https://ico.org.uk/global/contact-us/email/> Issued May 2 2018 V1

Correctness of Information and Disclaimer

Although every effort is always made to make sure the information contained in our documentation provided is accurate, current and reliable information, it should be recognised there is a possibility of errors in the information contained within. PC Harmony expressly denies any warranty of the accuracy and reliability of any information provided in their website or documentation. PC Harmony's shall not be held liable for any losses caused by anyone's reliance upon the accuracy and reliability of the information contained within. We reserve the right to amend the content of our documentation at any time without prior notice.

PC Harmony has the right, at their discretion, to refuse the supply of goods and services.