

General

These Conditions apply to the Services we provide and by ordering the Services, you agree to be bound by the terms and conditions set out below. Before you order the Services, if you have any questions relating to these Conditions please contact us by calling 020 3397 1053. Please note that calls may be recorded for quality monitoring and training purposes. Alternatively, you can contact us via our Website at <https://www.shortlandscomputing.co.uk/contact-us/>. The Services comply with appropriate UK legislation.

Definitions

“**Conditions**” means these terms and conditions;

“**Data**” means software, information, electronic files that are stored on disks, drives or other storage devices you may have.

“**Products**” means the technology cloud services, servers, computers or other equipment in relation to which a Service is being ordered;

“**Losses**” means losses, claims, damages, costs, charges, expenses, and liabilities (including reasonable legal fees and disbursements) sustained or incurred by a party;

“**Personal Information**” is defined in paragraph 7;

“**Data subjects**” are as defined in Paragraph 7;

“**Organisation**” is defined in paragraph 7;

“**Remote Support**” means Shortlands Computing remotely accessing your computer to provide Services;

“**Services**” means the services you order under the terms of these Conditions;

“**Subcontractor**” means, in relation to us only, any agent and (if not an agent) any other person to whom we have delegated the performance of some or all of our obligations under this Agreement;

“**Us/our/we**” means Shortlands Computing Ltd., a company registered in England and Wales under the number 06401283 with registered office located 28 Kingswood Avenue, Bromley, Kent, BR20NY;

“**Website**” means the websites located at www.shortlandscomputing.co.uk or any subsequent URL which may replace such website; and

“**You/Your**” means an authorised user of the Services.

Using our Services

1. Provision of the services
 - 1.1. We shall provide our Services in accordance with these Conditions.
 - 1.2. Services include but are not limited to technology advice and consultancy about computers, servers, networks, mobile devices, emails, websites, bespoke computer software and third-party computer software and services.
2. Rights and obligations

Registered Office: 28 Kingswood Avenue
Bromley, BR2 0NY

Company Number: 06401283

- 2.1. You undertake:
 - 2.1.1. to pay the amounts due for the Services in a timely manner;
 - 2.1.2. that the Personal Information which you provide is true, accurate, current and complete in all respects; and
 - 2.1.3. to notify us immediately of any changes to the Personal Information;
 - 2.1.4. not to impersonate any other person or entity or to use a false name; and
 - 2.1.5. to follow our reasonable instructions. This may include advice on installing security software or how to handle your Products, the manner and frequency by which you switch it on and off and general instructions for use.
- 2.2. Our obligations:
 - 2.2.1. We will do our best to provide the Services in a timely and efficient manner but please note that any estimated timeframes for the completion of the Services are estimates only and delays may incur because of matters outside of our reasonable control.
 - 2.2.2. We will provide the Services to the best of our abilities. We may not be able to advise on all issues or to repair or solve all problems that you ask us to. Even if we cannot advise on an issue or solve a problem due to events outside of our control that we agreed was specifically included in the scope of any specific Service that you have ordered, we will charge a fee to cover the time spent and cost incurred by us.
 - 2.2.3. We will not be responsible to you:
 - 2.2.3.1. for any inherent failures in or caused by any third-party products, applications and/or operating systems;
 - 2.2.3.2. for the repair or replacement of any of your Products that is found to be faulty (as reasonably diagnosed by us during the provision of our Service to you) unless you ask us to source a replacement part and you pay for the cost of the replacement part; and
 - 2.2.3.3. for any damage caused by your failure to follow our reasonable advice, recommendations or instructions.
 - 2.2.4. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Services. We also reserve the right to change or add to these Conditions from time to time.
 - 2.2.5. We shall not be obliged to give you notice of any such modification or withdrawal.

Purchase of Services

3. Orders
 - 3.1. The Services are available only to individuals or businesses who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us, individuals and businesses who are residents in the United Kingdom and individuals who are over 18 years old.

- 3.2. To order the Services, you must provide your name, phone number, address and other requested information.
- 3.3. Your order will be treated as an offer to purchase the Services. The contract will only be completed when we commence the provision of the Services or when we take payment from you, whichever is the earlier.
- 3.4. You acknowledge that any automated acknowledgement given when you place an order shall not amount to our acceptance of your offer to purchase the Services.
- 3.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed.
- 3.6. We may, at our own discretion, limit, restrict or reject any order to dealers or to entities that we believe, in our sole discretion, are making use of the Services for profit.
4. Price and payment
 - 4.1. The price of the Services shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price of which we inform you prior to commencing the Services.
 - 4.2. Payment is due immediately on completion of the Services.
 - 4.3. If you fail to make any payment on the due date then, without prejudice to any other right or remedy we may have, we will be able to do one or more of the following:
 - 4.3.1. Cancel the agreement between you and us; and/or
 - 4.3.2. Charge you interest at the rate of 2% per calendar month.
 - 4.4. All payment methods other than cash are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by any such failed checks or authorisation.
5. Where your Products contains Software and/or Data
 - 5.1. You must have valid software licences for your operating system and applications. Where applicable, you must also supply details of the relevant licence keys if we ask you for them.
 - 5.2. You must back up any software and Data stored on your Products. You agree that, prior to us performing any Service, it is your entire responsibility to protect your Products and to back-up all Data. If we have provided you with advice on how to back-up your Data and/or installed back-up software, it remains your responsibility to ensure that the back-up is working effectively.
 - 5.3. We are not in any way liable to you in the event your backup is insufficient.
6. Right of cancellation

- 6.1. If you ordered the Services via telephone or online, you may cancel your order at any time within 7 working days from the day after placing your order without incurring any liability to us, at any time up to 2 hours before an agreed appointment time.
- 6.2. If you miss an appointment without notifying us, or if you wish to cancel or re-schedule with less notice than as prescribed in clause 6.1 above, we may charge you a cancellation or re-scheduling fee.
- 6.3. You may cancel future Services by notifying us in writing with 10 days' notice by a means specified in section 8.1.
- 6.4. Other than for clause 6.1, in the event of cancellation, you remain liable for the fees due for any Services already provided.
- 6.5. Without prejudice to our rights in clause 2 above or to any other rights we have under the terms of these Conditions, we reserve the right to terminate the provision of the Services to you at any time with immediate effect.

Personal Information

7. Personal Information
 - 7.1. We need to collect certain Personal Information to provide you with the Services. This Personal Information will form part of a record of your dealings with us.
 - 7.2. Personal Information means Personal Data as defined by the Data Protection Act 2018 and other information we require to carry out our services to you. This includes but is not limited to computer logons and passwords, logons and passwords for services you require such as email, website hosting and file sharing.
 - 7.3. For the purposes of this agreement, an Organisation means your business, its suppliers and customers. If you are an individual, Organisation means you as an individual, your family and any other group of people connected to you that are relevant to us providing you with the Services.
 - 7.4. Each person in your Organisation we collect Personal Information about is a Data Subject. You are responsible for communicating the fact that Personal Information may be collected and used as described in this agreement. If you give us information about a Data Subject, you confirm they have given you permission to provide it to us and for us to be able to process their Personal Information. In doing so, you also confirm that you have told them who we are and the basis on which we will use their information.
 - 7.5. When you contact us, we may ask for certain Personal Information to be able to check Data Subjects' identity and we may make a note of this contact if it is relevant to your

- record. We will keep Personal Information given to us by you or others during your relationship with us. This includes:
- 7.5.1. details you give us on order forms or in communication with us;
 - 7.5.2. passwords, access details and other information used to configure your computers, equipment and technology services; and
 - 7.5.3. details we receive from credit reference and fraud detection agencies.
- 7.6. We regularly review the Personal Information held and may delete any without notifying you. You are responsible for keeping a record of your passwords, access details and other information used to configure your computers, equipment and technology services. You may ask us to delete all information we hold about any or all Data Subjects connected to your Organization by sending an email to dataprotection@shortlandscomputing.co.uk.
- 7.7. You agree that we may use Personal Information to make a credit check on you before we provide you with the Services. These searches will be recorded by the credit reference agencies. We may disclose information about how you run your accounts to credit reference and fraud prevention agencies. We and other organisations may also use credit reference agency and fraud prevention agency records that we receive about you, and people financially linked to you to help make decisions about you and them.
- 7.8. We may use Personal Information for research and statistical analysis to develop and improve our products and services.
- 7.9. We may monitor, record, store and use any telephone, email or other electronic communications for training purposes, to check any instructions given to us and to improve the quality of our customer service.
- 7.10. We may administer your account and provide services from countries outside Europe that may not have the same data protection laws as the UK. However, we will have contracts or other legal mechanisms in place to ensure Personal Information is adequately protected, and we remain bound by our obligations under the Data Protection Act 2018 and subsequent legislation even when Personal Information is processed outside Europe.
- 7.11. If you would like us to tell you what information we hold about any Data Subjects, please email dataprotection@shortlandscomputing.co.uk. Please quote your full name and address on each request.
- 7.12. Personal Information is confidential and we will only disclose it when:
- 7.12.1. you give us your consent;
 - 7.12.2. it is needed by certain reputable third parties involved in running accounts and/or providing services for us (for example, credit reference agencies who do credit checks for us or other companies that we use to provide you with the Services);
 - 7.12.3. it is needed to obtain professional advice;

- 7.12.4. it is needed to investigate or prevent crime (for example, fraud prevention agencies);
- 7.12.5. the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or
- 7.12.6. there is a duty to the public to reveal the Personal Information.

General

8. Notices
- 8.1. You may send us notices under or in connection with these Conditions:
 - 8.1.1. In writing to the Registered Office below.
 - 8.1.2. by email to legalnotices@shortlandscomputing.co.uk; or
 - 8.1.3. via the internet at www.shortlandscomputing.co.uk/contact-us
 - 8.2. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.
9. Limitation of liability
- 9.1. The Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.
 - 9.2. We shall not be liable where we are unable (using reasonable effort) to provide the Services because of any event outside our reasonable control.
 - 9.3. Our liability shall not in any event include Losses related to any business of a customer such as lost Data, lost profits or business interruption.
 - 9.4. We will not be liable for any Losses caused by us in circumstances where:
 - 9.4.1. there is no breach of a legal duty of care owed to you by us; and/or
 - 9.4.2. such Losses are not reasonably foreseeable.
 - 9.5. We will not be liable any Losses caused wholly or mainly by your breach of these Conditions.
 - 9.6. We shall not be liable to you for:
 - 9.6.1. any loss or corruption of Data; or
 - 9.6.2. any Losses you may suffer arising from your use of (or failure to use) any anti-virus software.
 - 9.7. We shall have no liability to you for any indirect, special or consequential Losses howsoever arising even if we have been made aware of the likelihood of any such Losses.
 - 9.8. Nothing in these Conditions shall:

- 9.8.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or
- 9.8.2. for individuals, limit your rights as a consumer under applicable UK law.
- 9.9. Each provision of this clause 9 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply even after this agreement has been terminated or cancelled.
10. Events beyond reasonable control
- 10.1. If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.
11. Third parties
- 11.1. Nobody but you and we can benefit from this Agreement under the Contracts (Rights of Third Parties) Act 1999.
12. Assignment
- 12.1. You may not but we may assign, charge or otherwise dispose of its rights under this agreement. Any attempt by you to do so shall be void.
- 12.2. We may subcontract or delegate our rights or responsibilities under this agreement to Subcontractors to supply parts or all of our Services to you without the need for prior notice or disclosure to you.
- 12.3. Where we employ Subcontractors and subject to clause 9 we will remain liable for our obligations under this agreement.
13. Complaints
- 13.1. If you wish to complain about the Services, we will endeavour to deal with your complaint fairly and efficiently.
- 13.2. You can complain in the following ways:
- 13.2.1. By calling 020 3397 1053;
- 13.2.2. Online by visiting <https://www.shortlandscomputing.co.uk/contact-us/>; or
- 13.2.3. By email to complaints@shortlandscomputing.co.uk.
- 13.3. If you decide to take court proceedings, you must do so within the United Kingdom.
14. Call monitoring
- 14.1. We may monitor and record your calls for our business purposes including quality control, training, to prevent unauthorised use of our telecommunications systems and to prevent or detect crime.
15. Visiting you
- 15.1. Appointments are subject to availability. We will advise you of current availability when you ring to make an appointment.
- 15.2. A person of at least 18 years of age must be present the entire time that we provide you with the Service.
- 15.3. You must provide us with full access to the Products to be serviced and such access as is necessary to your premises. You agree to give your consent for us to do this and agree to co-operate fully and provide us with a safe working environment, working space and electrical power.
- 15.4. If you are unable to comply with any of the above requirements, we may be unable to or will be entitled to decline our Service to you. We may also charge you a cancellation fee.
- 15.5. We will use reasonable endeavours to keep any appointment you make with us for our Service, but we cannot guarantee that we will arrive on time in each case. If we are delayed, we will try to contact you a reasonable time in advance to let you know of any expected delay. From time to time, factors outside our control may also require that we re-schedule an appointment. If this happens, you can either agree a rescheduled appointment or you can cancel the Service, in which case you shall receive a full refund of any fees you may have paid in relation to that Service
16. Remote Support
- 16.1. If you request that we use Remote Support, you agree that we are entitled to access your Products remotely to provide you with the Services and that we may install software on your computer to facilitate this.
- 16.2. To use Remote Support, your computer must be fully assembled and linked to a fully working, stable and reliable broadband connection.