

Our Terms & Conditions

Definitions and effects of Terms & Conditions

- Byrne IT Solutions - us, we, our, engineer, the Company, Byrne IT Solutions or byrneitsolutions.co.uk of Newcastle upon Tyne (hereinafter referred to as "Byrne IT Solutions").
- Customer – client, you, they, the person who buys or agrees to buy goods or instructs the service or repair of equipment by Byrne IT Solutions.
- Computer – any item of IT equipment, including PC, laptop, notebook, handheld, printer or peripheral, other IT equipment.
- Sales and Service order - The articles(s) which the customer agrees to buy or instructs the repair or service of by Byrne IT Solutions.
- Price - the price for the goods, including VAT and any carriage, packaging and insurance costs.
- Working week – Monday to Friday, 09:00 to 17:00 (Excluding UK Bank Holidays)
- Weekend – Friday 17:31 to Monday 8:59
- Communication – Phone, letter, email, fax, text, messenger.
- 'In writing' – letter, email, fax, text.
- Verbal – An agreement made by discussion, any dispute to be in Byrne IT Solution's favour.

These conditions shall supersede all earlier conditions.

By contacting Byrne IT Solutions or by using our services you agree to abide with these terms.

Conditions

These Conditions shall form the basis of the contract between Byrne IT Solutions and the client in relation to the sale of goods. Service or repair of equipment to the exclusion of all other Terms and conditions including the clients standard conditions or purchase or any other conditions which the client may purport to apply under any sales or service order or Confirmation of order or any other document.

All sales and service orders shall be deemed to be an offer by the client to purchase goods, repair or service equipment by Byrne IT Solutions pursuant to these Conditions.

Acceptance of the sales and service order shall be deemed to be conclusive evidence of the client's acceptance of these Conditions.

These Conditions may not be varied except by the written agreement of Byrne IT Solutions.

These Conditions represent the whole of the agreement between Byrne IT Solutions and the client. They supersede any other conditions previously issued.

Delivery of Sales & Service Order

Byrne IT Solutions undertakes to use its reasonable endeavours to dispatch the order on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be the Essence of the contract. Delivery shall be made to the client at Byrne IT Solution's address or at the clients address by agreement and indicated on the Sales and Service Order. The Client shall make all arrangements necessary to take delivery of the order on the day notified by Byrne IT Solutions. If the client fails to take delivery of the order on the agreed delivery date, or, if no specific delivery date has been agreed, when the order is ready for dispatch, Byrne IT Solutions shall be entitled to store and insure the Order and to charge the client the reasonable cost of doing so.

Byrne IT Solutions shall deliver services and products as requested and/or agreed in writing or verbally. All short shipments, damaged items, unsatisfactory products or services should be advised to us at the time of delivery or service and noted at that time on the appropriate acceptance/delivery consignment or Service report. All items delivered by third party courier or delivery Company should be signed for "Unchecked". By receiving any items unchecked, you accept the item 'as is' and may incur fees should the delivery be faulty or the incorrect item.

Delivery will be deemed to have been made if an attempt has been made to deliver goods or services at an agreed time and this has been unsuccessful. Charges incurred will be passed on to the Customer. Any subsequent attempts will be made at an agreed time with any incurred cost being charged as appropriate.

Byrne IT Solutions shall not be liable to the customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the service or order. If short delivery takes place, the client undertakes not to reject the order but to accept the delivery as part performance of the contract.

Acceptance of Sales & Service Order

The customer shall be deemed to have accepted the order immediately upon delivery to the customer.

The customer shall carry out a thorough inspection of the order within 48 hours of delivery and shall give written notification to Byrne IT Solutions within 5 working days of the delivery of the order of any defects which a reasonable examination would have revealed.

Where the customer has accepted, or has been deemed to have accepted the Order, the customer shall not be entitled to reject the order which is not in accordance with the contract.

Returned Goods and Cancellation

The Customer shall not return any goods or cancel any order without Byrne IT Solution's written consent. Consent will not be given where goods have been specifically purchased by Byrne IT Solutions to meet the Customer's requirements. If consent is given by Byrne IT Solutions, then Byrne IT Solutions reserves the right to charge a restocking fee of 25% of the total order price plus VAT. In addition :

Components or Software where seals have been broken will not be consented for return unless the product is faulty.

Where computers are built to order, from specification or quotation, Byrne IT Solutions reserves the right to charge a restocking fee of 50% of the total order price plus VAT, unless the product is proven to be faulty.

Title of Goods & Risk

Even though the goods may have been delivered and the Customer may be responsible for any loss or destruction or of damage to the goods and notwithstanding any other provision of these conditions, the legal and beneficial ownership of the goods will remain with Byrne IT Solutions until Byrne IT Solutions has received payment in full of all sums payable to Byrne IT Solutions in relation to any other outstanding payments.

Orders placed for goods will require payment in advance on a pro-forma invoice. Payment and clearance will be expected before supply of goods.

Where credit is given, until goods are paid for in full, see a), the Customer will ensure they are kept in as delivered condition. Should the goods be returned not in this condition a fee may be incurred.

Should goods be repossessed, all proceeds for the sale will belong to Byrne IT Solutions. If the net proceeds are less than the amount of the goods supplied, Byrne IT Solutions may recover the balance from the Customer.

Risk shall pass on delivery of the order to the customer's address. Where material is transmitted electronically, risk will be deemed to have passed to the customer upon the moment of transmission - not receipt.

Until title passes the customer shall hold the order as Bailee for Byrne IT Solutions and shall store or mark them so that they can at all times be identified as the property of Byrne IT Solutions

Byrne IT Solutions may maintain an action for the price of any Order notwithstanding that title in them has not passed to the Client.

Byrne IT Solutions may at any time before title passes and without liability to the Client:

Repossess and dismantle and use or sell all or any of the Order and by doing so terminate the customer's right to use, sell or otherwise deal in them; and

For that purpose (or determining if any goods are held by the customer and inspecting them) enter any premises of or occupied by the customer.

Sales and Service Order Carriage

Carriage will be chargeable on all Sales which are delivered to the customer's address. This will be at the rate detailed on Byrne IT Solution's Sales and Service Order.

Security and Data

It is the customer's responsibility to ensure that prior to Byrne IT Solutions starting work on its computer system or other electronic installation, that all critical data has been backed up, and that appropriate recovery procedures are in place. Byrne IT Solutions will not be held responsible for loss of data from any equipment in its care howsoever caused.

Software Licensing

It is the customer's responsibility to comply with the terms of use, distribution, duplication and other requirements whether public or private in origin applicable applied to any software supplied through Byrne IT Solutions.

Public Domain Software

In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, such software is supplied to the customer on an "as is" basis. Byrne IT Solutions makes no warranty as to fit for purpose, performance or as to freedom from embedded malicious software.

Maintenance of Protection

It is the customer's responsibility to ensure that the effectiveness of any software supplied by Byrne IT Solutions is maintained, by acquisition from the original developer of such database files, program patches or other revisions, as may become available from time to time.

Privacy

It is the customer's responsibility to ensure that all applicable civil liability legislation and personal privacy safeguards are complied with, when using software supplied by Byrne IT Solutions, both those enshrined in UK and EU law, and those included in any telecoms service contracts entered into by the customer.

Price

Unless otherwise stated all prices quoted by Byrne IT Solutions are:

Exclusive of VAT, at the prevailing rate.

Products are exclusive of carriage, packing, and insurance.

Prices quoted are those current at the time of quotation and the price payable by the Customer shall be that which is current at the time of delivery of service or product.

Our services are charged by contracted periods, these being either hours worked or part hours, half day or whole day or on a written agreement between Byrne IT Solutions and the customer, although at the discretion of Byrne IT Solutions a fixed rate can be charged. To clarify the current going rates the customer needs to contact our office. Rates are subject to change without notice.

Hours may be sold in advance at reduced rate & will require payment before use, see "Payment "(k).

Block hours can be held indefinitely, with the following proviso - after a period of one year from their purchase date, any price increases will be reflected upon any un-used hours. The increase will be the difference between the initial purchase price and the new price at the level of original number of hours purchased. The upgrade may be waived at our discretion

Hours outside the standard working week may be charged at an uplifted rate; this will be at time x 1.5. Time x 2 will apply for Sunday and bank holidays, at Byrne IT Solution's discretion.

Additional fees may be charged at Byrne IT Solution's discretion for callout, travel costs or standby fees. These additional fees will be calculated as:

X stand-by fee + Y pence per mile + Z pence per minute. This is in addition to the onsite hourly or contracted period. Byrne IT Solutions may charge this at our discretion,

Byrne IT Solutions reserves the right to charge the Customer for fees incurred for parking or travel expenses while attending the Customer's site.

Payment

The fees for all products, services, advice, support or other time or item, will be discussed and agreed in writing or verbally.

A quotation will be given in writing or verbally, a valid period will be stated.

Byrne IT Solutions reserves the right to alter any quotations by giving notification either in writing or verbally.

Payment of the price shall be due immediately upon the date of Byrne IT Solution's completion of service or where Byrne IT Solutions is owed monies by the client. Payment can only be deferred if there is an express written agreement between Byrne IT Solutions and the client and the full monies must be paid with 14 days following the date of request of monies/completion of service from Byrne IT Solutions

Receipt of payment is expected by return of post and no later than 14 days from invoice date. Any Customer wishing to extend this must place this in writing to Byrne IT Solutions, which must be agreed by Byrne IT Solutions in writing.

Pro-forma invoices, where issued, will have a stated date for payment and date for supply of goods or service.

Payment will be accepted in cash, but on the agreement of Byrne IT Solutions, a cheque or BACS transfer may also be accepted. We also accept Credit and Debit Cards.

Failure to make payment on the due date; Byrne IT Solutions shall be entitled to suspend any further services, supply or any item. Any contract will be deemed as void, supply of services or product will be suspended. The Customer's account will be placed in a 'cash with order' state, which will remain in place until 30 days after full payment and any outstanding payments are made. The Customer will be notified in verbally and/or in writing if this should happen and a statement of outstanding payments will be issued. Request for services or products will require payment before services or products will be supplied, by either cash on attendance or before delivery by cheque or BACS payments, both to be cleared before attendance or delivery

These terms and conditions shall prevail in the outcome of discrepancies with any contracts or agreements.

All bank charges incurred for represented cheques or related to a Customer decision will be charged for plus administration. Byrne IT Solutions reserves the right to charge interest on overdue accounts at 10% per 1 month period.

All hours sold in advance, such as "block hours", will require payment before site attendance will be made, unless a pro-forma invoice has been issued, see (e). Non payment or late payment of advanced hours will be invoiced at our current hourly rate and may incur late payment charges.

The Client shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by Byrne IT Solutions.

Interest on overdue invoices shall accrue from the date when payments become due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England Base rate from time to time in force, such interest shall accrue after as well as before any judgment.

The price shall be the price quoted on the Sales and Service Order / Invoice.

Sales & Services Order

The quantity and descriptions of the Sales and Service Order shall be as set out in Byrne IT Solution's order.

Byrne IT Solutions offer the following, services (but not exclusively):

Support by phone if felt appropriate. This support may be charged for at our current hourly rate at Byrne IT Solution's discretion. You agree to these terms by calling us for support.

Email support when time is available. This support may be charged for at our current hourly rate at the companies' discretion.

Call-out to the Customer's premises, which will be discussed and offered if appropriate and charged at our current rate. (Pre-planned call-out will be charged at a rate discussed and confirmed verbally or in writing). This may include the repair to computer equipment, upgrades, network support, cabling, configuration of internet and email access and additional works. All will be detailed on either a sign-off document at the end of visit or with the invoice. A sign-off sheet will require a Customer's signature at the end of each visit to confirm the correct hours were worked and product supplied. This information will be transferred to invoice where appropriate.

Remote support (PC to PC), where available, is offered on an hourly basis. This may be charged for at our current hourly rate.

Advice by any communication process may incur a fee where it is deemed appropriate and notification will be given to the Customer.

Supply of computer equipment as per a quotation verbally or in writing.

Installation of computer equipment supplied by us or the Customer, the later with subject to detailed specification from Customer. Agreement of fee will be confirmed in writing.

Expansion or upgrade to computer equipment or network. This will be agreed and a fee confirmed verbally or in writing.

Cabling - Design, supply, installation, will be agreed and detailed in writing.

Visit to Customer site

Byrne IT Solutions shall supply personnel to visit the Customer's site and perform duties as requested and covered in these terms and conditions and by contract. Byrne IT Solutions stipulate the following:

All mains powered equipment shall connect to a safe supply, certified by qualified electrician at the expense of the Customer. Byrne IT Solutions will have the right to request any mains point is tested prior to commencement of work if deemed necessary.

All mains powered equipment shall be PAT tested and a label attached to confirm this. Byrne IT Solutions have the right to request that mains equipment be tested prior to work, at the expense of the Customer.

Computer equipment believed to have been modified in anyway, whether physically or electrically and deemed to be unsafe will be notified to the Customer for attention.

Byrne IT Solutions have the right to refuse work upon equipment believed to be unsafe, physically or electrically and will terminate the call-out, fee's will be due.

Byrne IT Solutions offer to supply on-site support, subject to the site being in a safe condition. The Customer to indemnify that all equipment, flooring, furniture, roofing and all other surroundings are in a condition fit for use. The Customer shall be liable for injury to any of Byrne IT Solution's personnel on the Customer's site.

All software installed or to be installed shall be of legal standing, the Customer to produce purchase receipt or similar to prove ownership. All software requiring a certificate or authority to use shall have the certificate or other proof, available for inspection if requested by Byrne IT Solutions. Failure to comply with this request will be deemed as 'Contrary to use' and the call-out may be terminated at our discretion, fees will be due. An offer to replace software may be made if appropriate and at the cost to the Customer.

Parking shall be made available to Byrne IT Solution's personnel where available.

Chemicals or dangerous materials or substances, plant or machinery, must be advised to all of Byrne IT Solution's personnel while on the Customer's site. The Customer will be liable for injury to any of Byrne IT Solution's personnel on the Customer's site.

Any damaged, broken or otherwise unserviceable equipment whether Byrne IT Solutions personnel are there to attend it or not, shall be advised of its state. The Customer shall be liable for injury to any of Byrne IT Solution's personnel on the Customer's site.

Byrne IT Solutions strives to be on time at the customer's site, but in the event of any problems, Byrne IT Solutions can not guarantee the time of arrival to the customer's site nor the length of time before departure from the customer's site.

Warranties

Byrne IT Solutions warrants that the delivery of the Sales and Service Order correspond to the description given by Byrne IT Solutions, except where the client is dealing as a consumer (as defined in section 12 of the unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fit for purpose, quality or condition of the goods are excluded.

Termination

Byrne IT Solutions shall be entitled by notice in writing to terminate any agreement without prejudice to any claim or right, Byrne IT Solutions may otherwise make or exercise where:

The Customer is in breach of any term, condition or provision of these term and conditions or required by law.

The Customer shall go into liquidation (except for the purpose of reconstruction) or if any partition or resolution to wind up the Customer shall be presented or if a receiver is appointed of a Customers undertaking property of assets or if a distress shall be levied upon any of the Customer's property or if the Customer shall commit any act of bankruptcy.

Frustration etc (force Majeure)

Byrne IT Solutions shall not be liable to the customer for any loss or damage which may be suffered by the customer as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomical by reason or circumstances or events beyond Byrne IT Solution's control including, but not limited to:

Act of God, riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense; or

Failure by the customer to give adequate instructions or supply the necessary information in due time; or

Failure by any third party to carry out their part of the work or otherwise perform their obligations when required.

Copyrights, Patents, Trades marks and intellectual property rights.

The Customer acknowledges that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights connected with the goods and services do not pass to the Customer.

The Customer agrees to indemnify Byrne IT Solutions against all liabilities, costs and expenses which Byrne IT Solutions may incur as a result of work done in accordance with the Customer's specifications which involve infringement of any patent or other proprietary right.

Byrne IT Solutions will advise the Customer if any software in use on there premises is breaking any copyright or trade mark agreement, with any third party.

Copyright of all material originated by Byrne IT Solutions, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information remains vested in Byrne IT Solutions. By separate negotiation and upon payment in full, copyright may be assigned or licensed to the Client.

No Fix No Fee

The No Fix-No-Fee offer means if the engineer does not have the technical knowledge or ability to resolve the problem or achieve the repair then NO CHARGE shall be made to the customer. The customer must allow the engineer sufficient time to access the computer or peripherals concerned in order to diagnose and fix the computer problem, which includes a return to base PC repair if necessary.

If the engineer has provided a logical and accurate diagnostic to the problem and can achieve the repair, but the customer decides not to proceed with the repair/fix, then the customer shall still be liable for pay for the engineer's time spent to that point, including any call-out charges.

If the engineer can resolve the problem or achieve the repair, but is prevented for doing so because the customer does not possess the required software, CD-ROM or Product Key, then the customer shall still be liable to pay for the engineer's time spent to that point.

The No Fix No Fee offer is not applicable to work which relates to data recovery/erasing, cases in which the computer is totally damaged/struck by lightning beforehand, tutoring or where a computer virus or spyware has infected the computer. On such occasions where the problem can be resolved, but more time is needed, it is economically feasible not to charge the customer an hourly rate but to take the computer equipment away to our workshop and to charge a fixed fee (which shall be agreed with the customer) for carrying out the repairs.

If the call-out involves tutoring of any kind, then the No-Fix, No Fee offer does not apply.

If the customer's site is located outside the Green Catchment Area (See Byrne IT Solution's website for more details), then the No-Fix, No Fee policy does not apply.

Byrne IT Solutions reserve the right to determine if NO FIX NO FEE offer applies and at the engineer's discretion withdraw the offer we believe it does not apply.

Indemnity

The Client will indemnify Byrne IT Solutions, its staff, contractors and agents for any loss or damage suffered or incurred as a result of failure to obtain any necessary license or consent to enter any premises, or premises being unsafe or unsuitable or any failure of the client to comply with any other conditions imposed by any other party.

Liability

Byrne IT Solutions shall under no circumstances be liable in contract or in any other way for any consequential or indirect injury, loss, liability or damage or for any other claim consequential compensation whatsoever (including loss of profits, cost of expenses or loss of data) arising however from or in connection with the execution of a contract, tutoring or the use or failure of the goods

supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of Byrne IT Solutions, its staff, contractors, or its agents in excess of the contract invoice value.

Byrne IT Solutions shall not be liable for the loss or damage to software programs or user data during the repair or upgrade of any goods whether or not the same are under any warranty.

Excluding Byrne IT Solution's liability arising from all warranties and conditions implied by law regarding the goods and without affecting a) and b) above the aggregate liability of Byrne IT Solutions whether arising in contract or tort (including negligence) or otherwise howsoever for any loss, cost, damage, injury or liability (whether consequential or direct or otherwise) resulting from or in connection with the agreement or any such breach or other matter as is referred to (b) above, will be limited to an amount equal to the net invoice value of the goods.

The limitation on any exclusions from liability contained in these conditions shall be subject to the provisions of section 2 (1) of the Unfair Contract Terms Act 1977.

The engineer will do his/her best to spend time trying to tutor the customer and to work at the pace the customer is happy with. If during tutoring, the customer does not follow procedures as the engineer requests, then Byrne IT Solutions shall not be liable if a customer is not happy with the way they are taught and the engineer has the right to terminate the contract when he wishes to do so. The customer, at the discretion of Byrne IT Solutions, shall be liable for any costs incurred up to that point.

Waiver

Any waiver by Byrne IT Solutions of any breach of any of these Terms and Conditions shall be valid only if given in writing.

Severance

Byrne IT Solutions and the Customer believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to Applicable law, such provision shall be severed from the remainder and the remainder shall continue in full force and effect.

Notices

Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax or e-mail to the party concerned at the address specified.

Law

All Contracts to which these Terms and Condition apply shall be governed and construed in accordance within the laws of England and Wales, and the parties hereby submit to the jurisdiction of the courts of England and Wales