

DOMESTIC & GENERAL PC GURU SERVICE PLAN

SUBSCRIPTION AGREEMENT

Thank you for choosing the PC Guru Service Plan from Domestic & General Services Limited.

Please read your Subscription Agreement carefully. It details information about our service and what to do if your PC, laptop or Apple Macintosh is not working.

WHO WE ARE

Domestic & General Services Limited is a member of the Domestic & General group of companies. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Registered in England and Wales. Company No. 1970780.

We help over over four and a half million homes in the UK so you can be sure you are in safe hands.

YOUR AGREEMENT

Your Agreement with us is made up of 3 parts (all on the next few pages):

Part A sets out the PC Guru Service Plan details and service (the "**Statement of Service**").

Part B sets out the terms and conditions for the PC Guru Service Plan (the "**Terms** ").

Part C details our fair usage policy, which allows you to use our Helpline Services for up to 360 minutes in any 12 month subscription period (the "**Fair Usage Policy**").

The Fair Usage Policy may be updated from time to time and an up-to-date version may be found on our website at www.mypcguru.com.

Together, the Statement of Service, the Terms and the Fair Usage Policy make up your "**Agreement**". If there are any inconsistencies between the Statement of Service, the Terms and the Fair Usage Policy, the Terms will apply.

If you have difficulty understanding any part of your Agreement, please call us on 08444 810 244 and a technical advisor will be able to help.

PART A – THE STATEMENT OF SERVICE

What we can and can't help with

The Service Plan is a PC and laptop (including Apple Macintoshes) help solution. If there is a problem with your computer we can offer assistance. You can access our UK-based call centre on 08444 810 200 to receive help if your equipment is not working. Our call centre is open 8am until 10pm - 7 days a week excluding Christmas Day.

Section A: Helpline Service: We will help you with installing and setting up your home PC, or laptop or Apple Macintosh as well as helping you with problems when the following are not working: Operating system; Major software systems; Peripherals (such as a printer or scanner) and hardware; Internet (i.e. setting up security and help if you are not connecting to the internet); Email (i.e. setting up accounts, security and help if you are not receiving or sending e-mails); PC/Laptop Security (i.e. anti-virus software, anti-spyware software, firewalls and parental controls); and Automatic updates.

Section B: Hardware Service (breakdown): If your Equipment suffers electrical breakdown outside the supplier's or manufacturer's guarantee period and our technical advisors are not able

to resolve the problem we will, in our discretion, decide whether to approve a repair, and then pay for the parts and labour cost of repair, or may replace or pay the cost of replacing your Equipment in each case subject to the terms and conditions below.

Section C: Hardware Service (damage caused accidentally): If your Equipment suffers damage caused accidentally (physical damage as a result of a sudden cause which stops the Equipment working properly) either within or outside the supplier's or manufacturer's guarantee and our technical advisors are not able to resolve the problem we will, in our discretion, decide whether to approve a repair, and then pay for the parts and labour cost of repair, or may replace or pay the cost of replacing your Equipment in each case subject to the terms and conditions below.

Section C will only be provided on Service Plans taken out when your Equipment is still within its manufacturer's guarantee.

Eligibility

- You must be 18 years old or over;
- You must have a working broadband service. If there is a problem with your broadband then your provider will be able to assist.
- None of the equipment can be used for commercial purposes, and this includes running a small business from home.

How we can help when you need us

When you have a problem with your laptop or PC, we have a way to help that will suit everyone:

- Remote access sessions
- Instant messaging service
- Advisors on the phone to talk you through the solution
- Engineer call-outs
- Offsite repairs (for laptops only).

And to give you more peace of mind, if we recommend a remote access session then an engineer will ask for your permission on screen before we can start this, and you can end the session at any time, safe in the knowledge that if an engineer requests another remote access session they will not be able to connect until you give full permission.

A summary of what is not included

We will not be able to help you with the following:

- Unlicensed software and operating systems;
- The ability to illegally download movies, TV shows or music, including the use of peer to peer software or file-sharing software;
- Any software for commercial use;
- Any software, operating systems or hardware no longer supported by the manufacturer;
- Hardware upgrade costs;
- The failure of the equipment to operate correctly caused by the withdrawal of services by a third party;
- Image retention on LCD screens, plasma or projection TV screens;
- Replacement of consumer durables (e.g. batteries, light bulbs and fuses);
- Accessories unless we agree otherwise in writing.
- **Equipment that has been lost, stolen, misused, neglected, poorly installed, subject to malicious damage, damage caused by fire, explosion, floods, lightning, storms, frost or other bad weather conditions, rust, corrosion or water.**
- Equipment which is subject to a current recall either by us, the supplier or the manufacturer.

Requirements

Please note the following requirements:

- The PC Guru Service Plan is available to you if you are 18 years old or older and you live in the UK.
- You must have a working broadband service at home.
- Your PC, laptop or Apple Macintosh must be in good working order and must be under 5 years old at the start of your Service Plan. If your Service Plan includes the Section C Hardware Service (damage caused accidentally) your Equipment must still be within its manufacturer's guarantee at the start of your Service Plan.
- Your PC, laptop or Apple Macintosh must have the minimum performance specifications recommended by the manufacturer for the operating system and software applications being used. If you are unsure, please contact us on 08444 810 244 and a technical advisor will be able to help.
- The PC Guru Service Plan can only be used for your own personal and domestic purposes. The Service cannot be used for any business purposes.

We are unable to help with systems that are no longer supported by the manufacturer. A summary of what is and is not provided by the PC Guru Service Plan is detailed above. Please read this and refer to it should you encounter a Fault with your Equipment. If you are unsure please contact us on 08444 810 244 and a technical advisor will be able to help.

We may require you to have the necessary cables to connect your PC, laptop or Apple Macintosh to the Internet via your modem or wireless router.

You must be available and in attendance with access to your PC, laptop or Apple Macintosh during all remote access sessions with us.

Should you add any named additional users to your Agreement you will remain fully responsible for their actions for the duration of the Agreement.

For further requirements please read clause 6 (Your Responsibilities).

Please also read clauses 6.1 and 7.2 of the Terms, which detail your obligations regarding the storage of confidential information and illegal or unacceptable material.

PART B - THE TERMS

1. DEFINITIONS

1.1 Certain words in this Agreement have particular meanings wherever they appear. These meanings apply to the whole Agreement unless otherwise stated. The words and their meanings are detailed below:

In these Terms:

"**we**", "**us**" and "**ours**" means Domestic & General Services Limited, our employees and subcontractors, and "**you**", "**your**" and "**yours**" means you, the person named as the policy holder and any person authorised by you as an additional user.

"Agreement" means your agreement with us, which is made up of the Statement of Service, and

these Terms, and the Fair Usage Policy;

"Equipment" means your computer equipment, which includes Your Software and Your Hardware.

"Fair Usage Policy" means the Fair Usage Policy statement that sets out the time allowances available under the Service;

"Fault" means a fault that you encounter with Your Software or Your Hardware that we will attempt to fix under this Agreement;

"Hardware Service" means the hardware service that we will provide to you as part of the Service;

"Helpline Service" means the helpline service that we will provide to you as part of the Service;

"Inappropriate Content" means any content that we may consider to be illegal, immoral, obscene or unacceptable from time to time including, without limitation, indecent images of children, content related to or intended to promote or encourage terrorist activities, racist hate crime or interference with computer systems;

"Inherent Fault" means a problem with Your Software on your computer or Your Hardware that we reasonably believe to have been present in Your Software or Your Hardware (as applicable) at the point of manufacture;

"Our Software" means software provided to you to allow you to receive the Service, including, without limitation, any diagnostic software we may provide to you on CD-ROM or by download;

"Primary Hardware" means either one base unit or one laptop (either of which may be an Apple Macintosh) including any integrated screens;

"Secondary Hardware" means one of each of the following items: a monitor (but excluding integrated screens), a keyboard and a mouse;

"Service Plan" means the contract offering you the PC Guru Service;

"Service" means the service that we will provide to you under the Agreement;

"Statement of Service" means Part A, which sets out the PC Guru Service Plan details and service;

"Subscription Period" means the subscription period of your Service Plan;

"Terms" means these Terms and Conditions;

"Unforeseen Event" means an event that we cannot predict or control (such as war, riot, act of terrorism, natural disaster, fire, explosion, flood, storm or strike);

"Virus" means any code which copies itself or is copied to other storage media including, without limitation, magnetic tape cassettes, memory clips, electronic cartridges, optical discs or magnetic discs and which destroys, alters, copies or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user, including, without limitation, computer programs commonly referred to as "worms" or "Trojan horses";

"Website" means our website at www.mypcguru.com;

"Working Day" means any day on which banks are open for business in England and Wales,

excluding Saturday and Sunday;

"Your Hardware" means your computer equipment registered with us, which may include one item of Primary Hardware and, if your Primary Hardware is a base unit, the Secondary Hardware; and

"Your Software" means any software program you have on Your Hardware (including operating systems software) including any associated disks and accompanying documentation provided with Your Software.

2. YOUR RIGHT TO CANCEL

2.1 You may change your mind and cancel this Service Plan at any time within 14 Working Days from the day after the day on which you receive your Agreement from us by mail (the "Cooling Off Period") and you will receive a full refund unless:

- a) we have provided you with any chargeable Helpline Service in which case we will charge you for that Helpline Service in accordance with our current charges, as displayed on our Website and will refund to you any Service Plan fee which has been paid in advance by you; or
- b) any item of Your Hardware has already been replaced or written-off under the Hardware Service, in which case no refund will be due and any outstanding Service Plan fees for the full Subscription Period will become due and payable;
- c) any item of Your Hardware has already been repaired under the Hardware Service, in which case we reserve the right to charge you a £10 administrative fee but will refund to you the remainder of any Service Plan fee that has been paid in advance by you.

2.2 You may also cancel this Service Plan at any time after the initial 14 day Cooling Off Period and the following will apply:

- a) If you have used our Service under your Service Plan, no refund will be paid and any outstanding Service Plan fees for the full Subscription Period will become due and payable; or
- b) If you have not used our Service under your Service Plan, we will refund any Service Plan fee relating to the remaining full months outstanding that has been paid in advance by you.

2.3 To cancel your Service Plan call us on 08444 810 251. You can also cancel by e-mailing info@mypcguru.com, by clicking on 'Contact us' at www.mypcguru.com, or by writing to Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.

2.4 If we provide you with a replacement item or a contribution towards a replacement item for your Primary Hardware at any point during the period of your Service Plan then your Service Plan will end, no refund will be due and all outstanding installments of your Service Plan fee will be due. If we provide you with a replacement for an item of Secondary Hardware your Service Plan will continue in accordance with clause 6.8.

2.5 The Service Plan can be cancelled by us by giving you 14 days' notice in writing to the address you have given us. A refund of the amount paid for the remaining full months of the Service Plan will be given.

2.6 If the Service Plan is cancelled and you are paying by Direct Debit, you must tell your bank to cancel the Direct Debit instruction.

3. THE SERVICE

- 3.1 This Agreement begins at the start of the Subscription Period and will continue until the end of the Subscription Period unless cancelled under clause 2 or terminated under clause 10.1.
- 3.2 We will provide the Service described in the Statement of Service (for the sections applicable to your Service Plan), the Fair Usage Policy and these Terms. Your Equipment must meet the appropriate standards and settings described in the Agreement. You must also meet the requirements described in clause 6 below. If you are not able to meet these requirements, we may not be able to provide the Service to you and we will inform you of this. If you have any questions regarding the requirements please contact us on 08444 810 244.
- 3.3 Our Service is available from 8am until 10pm, 7 days a week excluding Christmas Day. Should you need to request our Service, please call 08444 810 200.
- 3.4 We will use reasonable efforts to fix any Faults with your Equipment that you inform us of. We cannot guarantee that we will be able to solve all Faults that you report. Please refer to clause 6 for information on repairs and replacements.
- 3.5 If Your Hardware suffers either (i) damage caused accidentally (physical damage as a result of a sudden cause which stops the equipment working properly) either within or outside the supplier's or manufacturer's guarantee or a mechanical; or (ii) electrical breakdown outside the supplier's or manufacturer's guarantee period (depending on what is provided under your Service Plan, please see the Statement of Service); and our technical advisors are not able to resolve the problem we will, in our discretion, decide whether to approve a repair, and then pay for the parts and labour cost of repair, or may replace or pay the cost of replacing Your Hardware, in each case subject to these Terms.
- 3.6 Occasionally, if we agree, you may have to pay for a repair yourself under the Hardware Service and we will refund this to you. Where this occurs you must confirm the cost of the intended repair with the repairer. If it is estimated to be more than £150 please make sure that the repairer rings our Repair Authority line on 08444 810 550 for an authorisation number. If they do not do this it may affect the amount we may pay.

4. VARYING THE STATEMENT OF SERVICE

- 4.1 We may need to vary the Statement of Service from time to time, for example due to new versions of software or operating systems being introduced that affect Our Software. If we need to make any changes:
(a) we will give you at least 1 month's notice of any changes that we consider will or may be of detriment to you. We will write to you at the address you have given us; and
(b) we will update any changes on our Website.
You can also request from us a copy of any section of the Agreement at any time.
- 4.2. If you do not agree to our variations you may terminate the Agreement in accordance with clause 2.2. If we do not hear anything from you within 1 month after we notify you of any changes, you will be deemed to accept the changes and your Agreement will continue with the new changes.

5. PAYMENT

You can pay us in installments by Direct Debit or in full in advance for the Service. If you pay by Direct Debit the payments will be set out on the back of your welcome letter. We may review our fees from time to time and will let you know of any changes in any letters concerning prices, changes and renewals we send to you.

6. YOUR RESPONSIBILITIES

6.1 In order for us to provide you with the Service, you must, throughout the Subscription Period:

- (a) take appropriate steps to safeguard your Equipment, including:
 - i) installing and maintaining appropriate anti-virus software (our technical advisors can provide guidance on this); and
 - ii) regularly back up all Your Software, data, files and other information that may be stored on your Equipment and any relevant disks or drives;
- (b) give us remote access to your Equipment, and all Your Software, data, files and other information stored on your Equipment, as and when required;
- (c) provide us, when we ask, with any information we need to provide the Service. You will be responsible for the completeness and accuracy of all information provided;
- (d) use, and continue to use, your Equipment in line with the manufacturer's instructions. You confirm that you have not made (and will not make) any unauthorised modifications to your Equipment;
- (e) ensure that your Equipment does not contain any Inappropriate Content;
- (f) follow all instructions that we may give to you in relation to the Service;
- (g) have the necessary cables to connect Your Hardware to the internet via your modem or wireless router in case there is a problem with your modem or wireless router;
- (h) have all valid licences for Your Software and applications on your Equipment. These licences for Your Software must allow and grant us access to use Your Software to enable us to perform the Service. If Your Software has been downloaded onto your Equipment, you must be able to re-download Your Software;
- (i) keep and provide correct details of all relevant registration keys and passwords as and when required;
- (j) be available and in attendance with access to your Equipment during all remote access sessions with us and any engineer visits to your home; and
- (k) ensure that all authorised users are fully aware of and comply with these Terms.

Our technical advisors can help with any questions you may have regarding these requirements. Please call us on 08444 810 244 if you have any questions.

6.2 You confirm that you have the proper authority to give us access to your Equipment and all Your Software, data, files and other information stored on your Equipment. If we realise that you do not have the necessary authority we have the right to suspend performance of the Service.

6.3 We recommend you back up or store any data/files on a regular basis as we will not restore any data/files in the event of Your Hardware requiring a repair.

Use and users

- 6.4 None of the Equipment may be used for commercial purposes, and this includes running a small business from home.
- 6.5 You may notify us of other authorised users you wish to add to your Agreement; you will remain fully responsible for any other authorised users throughout the duration of the Subscription Period.

Repairs and replacements

- 6.6 When an item of Your Hardware is replaced you will be responsible for disposing of the original item at your own cost.
- 6.7 When an item of Your Hardware is replaced you must also pay for any supplier's delivery and/or installation charges.
- 6.8 When an item of your Secondary Hardware is replaced your Service Plan will continue for the other items of Your Hardware registered under the Service Plan along with the replacement item. However, when an item of your Primary Hardware is replaced or you receive a contribution towards a replacement, your Service Plan will end in accordance with clause 2.4 and any outstanding Service Plan fees for the full Subscription Period will become due and payable.
- 6.9 You are liable for the cost of repairs if there is no Fault found with Your Hardware, or to the extent that it requires routine maintenance, cleaning, servicing, cosmetic repairs (e.g. damage to paintwork, dents or scratches) or where there is any problem with the supply of electricity, gas or water.

7. OUR RIGHTS

- 7.1 We reserve the right to:
- (a) direct you to a third party that has supplied your Equipment if the problem with your Equipment is due to an Inherent Fault;
 - (b) withdraw the Service should we reasonably believe that you have significantly breached the Fair Usage Policy and/or these terms and conditions; or
 - (c) remove any authorised user(s) from this Agreement for a significant breach of this Agreement.
- 7.2 We also reserve the right to inform the relevant authorities (including the police or the Internet Watch Foundation) if, during the performance of the Service, we find any Inappropriate Content on your Equipment. We are not required to notify you that we have informed such relevant authorities.
- 7.3 If we realise that you do not have the proper authority to give us access to your Equipment and all Your Software, data, files and other information stored on your Equipment we have the right to suspend performance of the Service.

8. OUR RESPONSIBILITIES

Access and confidentiality

- 8.1 We will access files, programs and data contained within Your Software for the purposes of providing the Service. Any data including personal data will be used in a confidential and appropriate manner.

- 8.2 We will treat as confidential:
- (a) any data we access on Your Software; and
 - (b) any information that you inform us is confidential,
- subject always to clause 7.2.

Repairs and replacements

- 8.3 If a repair is approved, we may replace your keyboard or mouse with a similar model, if we decide not to repair it.
- 8.4 If a repair is approved we may replace your monitor with a LCD monitor with similar specifications up to a maximum screen size of 19", if we decide not to repair it.
- 8.5 If we cannot reasonably arrange a replacement we may decide to pay you a contribution towards the cost of new equipment to replace Your Hardware. Usually this will be vouchers redeemable from a retailer chosen by us. We will base this contribution on the price we would normally obtain directly from our chosen supplier and on the specifications set out in clauses 8.3 and 8.4.
- 8.6 When your Primary Hardware has been replaced under clauses 8.3, 8.4 or 8.5 above your Service Plan will end immediately in accordance with clause 2.4 and any outstanding Service Plan fees for the full Subscription Period will become due and payable.
- 8.7 Repair work authorised by us will be carried out during our repairers' normal working hours only, which are typically Monday – Friday, 9am to 5pm.
- 8.8 Applications for repairs of Your Hardware will only be considered where Your Hardware is no longer covered by any supplier's, manufacturer's or repairer's guarantee for call-out and labour charges.
- 8.9 Your Hardware must be repaired within the United Kingdom, unless we agree otherwise in writing.
- 8.10 If, when you require the Hardware Service, there is any other service agreement or an insurance policy under which you are entitled to claim, we may only pay an appropriate proportion.

Exclusions

- 8.11 We will not be able to help you with the following:
- a) Unlicensed software and operating systems;
 - b) The ability to illegally download movies, TV shows or music, including the use of peer to peer software or file-sharing software;
 - c) Any software for commercial use;
 - d) Any software, operating systems or hardware no longer supported by the manufacturer;
 - e) Hardware upgrade costs;
 - f) The failure of the Equipment to operate correctly caused by the withdrawal of services by a third party;
 - g) Image retention on LCD screens, plasma or projection TV screens;
 - h) Replacement of consumer durables (e.g. batteries, light bulbs and fuses);
 - i) Accessories unless we agree otherwise in writing;
 - j) Equipment that has been lost, stolen, misused, neglected, poorly installed, subject to malicious damage, damage caused by fire, explosion, floods,**

lightning, storms, frost or other bad weather conditions, rust, corrosion or water; or

k) Equipment which is subject to a current recall either by us, the supplier or the manufacturer.

8.12 Payment will not be approved for costs arising from being unable to use your Equipment or for any other loss or damage not included under the Statement of Service that arises from the breakdown of your Equipment. Please refer to clause 12 for further details.

9. DATA PROTECTION

9.1 We will comply fully with our obligations under the Data Protection Act 1998 as a data controller.

9.2 Your personal details will be held and used by Domestic & General Services Limited, Domestic & General Insurance PLC, and selected companies acting on our behalf to administer your Service Plan. We may pass your personal details to any relevant regulator or dispute resolution provider. We may also use your personal details for training and testing purposes.

If you have given us permission, your personal details may also be used by us or third parties for other marketing purposes. We may disclose your personal details to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email.

If you no longer want your personal details to be used by third parties or by us for marketing purposes and you have not already notified us please write to the Data Protection Officer at: Domestic & General Services Limited, Freepost CV2560, Bedworth, Warwickshire, CV12 8BR.

To help keep your personal details accurate we may use information we receive from our partners. You can ask us for a copy of your personal details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.

9.2 We will not transfer any data from Your Software. We will only control Your Software where it is stored in order to resolve any Faults.

9.3 This Agreement is personal to you unless you have given us your express permission for other named authorised users to use the Service.

9.4 You should ensure that you do not cause us to view, access or hold information that is confidential or sensitive to you or any other person. It is also your responsibility to notify us if you would like us to treat any information that you hold as confidential.

10. TERMINATION

10.1 Either you or we may immediately terminate the Agreement by giving notice to the other in writing if:

(a) the other breaks an important term of this Agreement which either cannot be corrected or which the other fails to correct within 7 days of being asked to do so; or

(b) the other is unable to pay its debts, is declared insolvent or bankrupt (whichever applies), has an official appointed by the courts to take charge of its assets or makes any arrangement with its creditors.

We will write to you at the address you have given us or will send you an email. You may write to the Customer Care Manager at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us at info@mypcguru.com.

- 10.2 We may also terminate this Agreement by giving you 30 days' notice in writing to the address you have given us if we are no longer able to provide all or a substantial part of the Service or for any other reason. A refund of the amount paid for the remaining full months of the Service Plan will be given. In addition, we may also terminate your Agreement immediately by sending written notice to you if:
- (a) we find Inappropriate Content on your Equipment;
 - (b) we discover that any of the information that you provided to us is incorrect and has a serious effect on our ability to provide the Service;
 - (c) any payment due to us under this Agreement is overdue by more than 1 month; or
 - (d) we are required to do so by law, or by a requirement of a court or other governmental or regulatory body;
 - (e) you consistently ignore your responsibilities as set out in Clause 6;
 - (f) you do not, or refuse to, take our advice or act upon or implement our instructions regarding your Equipment;
 - (g) any payment due to us under the Agreement is overdue by 30 days or more; or
 - (h) you exceed the time allowance set out in the Fair Usage Policy.

11. INTELLECTUAL PROPERTY

- 11.1 All intellectual property rights (including copyright, trade marks, rights in designs and patents) in the Service belong to us, our licensors or suppliers. The trade mark PC Guru and all other related logos, brand names and images are and will continue to be our intellectual property. You will not acquire any rights in any of our intellectual property, or that of any of our licensors or suppliers as a result of entering into this Agreement or performance of the Service.
- 11.2 If, during performance of the Service, we provide Our Software to you for use on your Equipment, we will grant to you a personal non-exclusive non-transferable licence to use Our Software in order to receive the Service.

12. OUR LIABILITY TO YOU

- 12.1 Unless otherwise stated in the rest of this clause 12, we will be liable to you for any loss suffered by you as a result of our performance of the Service.
- 12.2 We will not be responsible for:
- (a) any loss of income, business, opportunity or profits;
 - (b) any loss or corruption of or damage to data;
 - (c) any loss or damage that was not caused by our breach of this Agreement or our breach of our legal duty of care;
 - (d) any other loss or damage that was not a reasonably foreseeable result of either our breach of this Agreement or our breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if at the time that we and you entered into this Agreement, such loss or damage was either (i) contemplated by us and you, or (ii) you notified us that the loss may occur if we breached your Agreement or our legal duty of care;
 - (e) costs arising from being unable to use Your Hardware or Your Software; or
 - (f) any other loss or damage not included under the Statement of Service that arises from the breakdown of your Equipment.
- 12.3 We will not be responsible, and shall have no liability to you, for any loss or damage which is caused by your non-compliance with the requirements set out in Clause 9.
- 12.4 Nothing in this Agreement will exclude or limit our liability to you for (i) fraud, or (ii) death

or personal injury caused by our negligence. Furthermore, nothing in this Agreement will reduce your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

13. UNFORESEEN EVENTS

- 13.1 If an Unforeseen Event occurs we may be prevented from, or delayed in, providing you with the Service or carrying out any of our other obligations under this Agreement.
- 13.2 If an Unforeseen Event either prevents or delays us from carrying out our duties under this Agreement (including providing the Service), we will notify you that the Unforeseen Event has occurred, within a reasonable period of time after we first become aware. We will also tell you how long we expect that the Unforeseen Event will either prevent or delay us from carrying out our duties.
- 13.3 As long as we comply with our obligations set out in Clause 13.2, we will be excused (without any liability to you) from performing our obligations under this Agreement until the Unforeseen Event has ended, although we will use reasonable endeavours to limit the effect that our non-performance or delayed performance has on you.
- 13.4 If we cannot provide all or part of the Service to you, we will refund all or a reasonable part of your Service Plan fee for the period during which we are unable to provide the Service at our discretion, depending on the severity of the Unforeseen Event.
- 13.5 If, because of an Unforeseen Event, we cannot provide all or part of the Service to you for a continuous period of 3 months or longer, you may terminate this Agreement by following the procedure set out in Clause 2.2.

14. NOTICES

- 14.1 If we need to contact or notify you under the terms of this Agreement we will contact you at your home address and by email using the details you have given us.
- 14.2 If you change your postal address or email address you must notify us as soon as possible by telephone or e-mail. You can notify us of any changes by calling 08444 810 244, emailing us at info@mypcguru.com or by writing to us at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

15. HOW TO CONTACT US OR COMPLAIN

If you have any queries regarding our services, you can contact us by:

- Calling the Customer Service Department on 08444 810 244;
- Emailing us at info@mypcguru.com; or
- Writing to the Customer Care Manager at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

If you are not satisfied with the Service we provide, or the way in which we have exercised our discretion, you can ask for your case to be reviewed by Domestic & General and a final decision will be made on behalf of the Managing Director.

16. TELEPHONING DOMESTIC & GENERAL SERVICES LIMITED

Your telephone calls may be recorded to monitor and improve the quality of the service provided.

17. GOVERNING LAW AND STATUTORY RIGHTS

Nothing in these Terms will reduce your statutory rights relating to the quality of any purchase or the way it was described; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau. This Agreement is governed by English Law unless we have agreed otherwise with you.

18. TRANSFERRING YOUR SERVICE PLAN

If you purchase a new PC, laptop or Apple Macintosh you may, with our permission, transfer this Service Plan to your new PC, laptop or Apple Macintosh. In addition, with our permission, you may transfer your Service Plan to a new owner by giving us written details of the new owner. Permission for the transfers of a Service Plan are at the discretion of PC Guru Customer Services, Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

19. RENEWING YOUR SERVICE PLAN

At the end of your Service Plan, we will write to you about renewing.

- If you pay by Direct Debit, we will send you a renewal notice showing the amount we will automatically collect, Your Service Plan will continue unless you inform us otherwise.
- If you pay by any other means, you will receive a renewal notice showing the amount to pay. You will need to return this with payment for the Service Plan to continue. We reserve the right not to offer you a renewal on your Service Plan.

20. GENERAL

- 20.1 The Service is provided by Domestic & General Services Limited (Registered in England and Wales Number 1970780) a member of the Domestic & General group of companies and our registered office is at Swan Court, 11 Worple Road, Wimbledon, SW19 4JS.
- 20.2 If any provision of this Agreement is found to be unlawful, void or unenforceable, then such provision is deemed severable and will not affect the validity or enforceability of any of the remaining provisions.
- 20.3 If either you or we do not enforce or delay enforcing any of our rights under this Agreement, this will not stop us from doing so at a later date.
- 20.4 We may assign, transfer, subcontract or charge or deal in any other manner any of our rights and/or obligations under this Agreement to a third party. We will give you at least 30 days' written notice (including by email) if we decide to transfer our rights to a third party. We will not transfer our rights to a third party if we anticipate that your rights will be detrimentally affected by such transfer.
- 20.5 Copies of this Agreement, and any other information which we may need to supply to you under or in accordance with this Agreement, are available in large print, audio and braille format. Please contact us via one of the methods listed in Clause 15 if you require a copy in any of these formats.

PART C – FAIR USAGE POLICY **DOMESTIC & GENERAL PC GURU SERVICE PLAN**

PC Guru will provide up to 360 minutes of Helpline Service during each 12 month subscription

period, inclusive of time spent on the telephone, e-mails, instant messaging and remote access. We reserve the right to charge an extra £25 for each additional 45 minutes of use, or to suspend your support service for the remainder of the subscription in accordance with our full Terms and Conditions.

PC Guru is provided by Domestic & General Services Ltd.
Registered office: Swan Court, 11 Worple Road, Wimbledon, London, SW19 4JS.
Registered in England and Wales. Company Number: 1970780.
A member of the Domestic & General group of companies.