

## **STATEMENT OF SERVICE - ONE-OFF FIX AGREEMENT**

### **DOMESTIC & GENERAL PC GURU SERVICE PLAN**

PC Guru is available to residents of the United Kingdom who are 18 years old or over.

PC Guru can only be used for your own personal and domestic purposes. The Service cannot be used for business systems or purposes.

Customer Requirements: you must have the following in order to take up the PC Guru:

- A working broadband service;
- Your PC must have the minimum performance specifications as specified by the manufacturer for the operating system and software applications being run.

PC Guru is a telephone and remote control support service for domestic users and their PCs.

It does not cover the cost of repairing your PC.

We will help you with installing and setting up your home PC 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
  - Setting up security;
  - Help if you are not connecting to the internet;
- Email
  - Setting up accounts;
  - Security;
  - Help if you are not receiving or sending e-mails;
- PC Security
  - Anti-virus software;
  - Anti-spyware software;
  - Firewalls;
  - Parental controls.
- Automatic updates.

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;
- Payment of repairs, unless you have purchased from us the appropriate hardware warranty;
- Hardware upgrade costs;

## ONE OFF FIX AGREEMENT

### DOMESTIC & GENERAL PC GURU SERVICE AGREEMENT

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

Domestic & General Services Limited is a member of the Domestic & General group of companies and our registered office is at Swan Court, 11 Worples Road, Wimbledon, SW19 4JS, England.

In this Agreement, "**we**", "**us**" and "**ours**" means Domestic & General Services Limited, our employees and subcontractors, and "**you**", "**your**" and "**yours**" means you, the person referred to in Part A below.

Your Agreement with us comprises two parts:

Part A (on our Website) sets out the PC Guru Service details and the scope of the service that we will provide to you (the "**Statement of Service**");

Part B (on the next few pages) sets out the terms and conditions on which the PC Guru Service is provided to you (the "**Terms**").

Together, the Statement of Service and the Terms are referred to as the "**Agreement**". If there is any inconsistency between the Statement of Service and the Terms, the Terms will prevail.

If you have difficulty understanding any of Part A or Part B, please contact us via one of the methods listed in Clause 11.

Please note the following:

- The PC Guru Service is available to residents of the United Kingdom who are 18 years old or over.
- The PC Guru Service (as described in the Statement of Service) entitles you to up to 45 minutes of remote access help during one telephone call to us in exchange for a one-off fee.
- Customer Requirements: you must have the following in order to take up the PC Guru Service:
  - a. A working broadband service;
  - b. Equipment - Customers' computers are required to have the minimum performance specifications as specified by the manufacturer for the operating system and software applications being run.
- There are certain obligations on you; please see section 5 (Your Responsibilities) of the following Terms.
- We are not able to help with systems that are no longer supported by the manufacturer.
- A list of exactly what is and is not covered by the PC Guru Service is included in the Statement of Service.

- We may require you to have the necessary cables to connect your computer to the Internet via your modem or wireless router.
- You must be physically available and in attendance with access to your computer during your remote access session with us.
- We also draw your attention to your obligations regarding information on your computer that you consider to be confidential on your PC and the storage of any illegal or unacceptable material (please see clauses 5.1 and 6.2 of the following Terms).

## **PART B - TERMS**

### **1. DEFINITIONS**

In these Terms:

"Agreement" means your agreement with us, which comprises a complete Statement of Service and these Terms;

"Equipment" means your computer equipment as set out in the Statement of Service, which includes Your Software;

"Fault" means a fault that you encounter with Your Software that falls under the Statement of Service and that we will attempt to fix under this Agreement;

"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 that we reasonably believe to be inherent in the Your Software from the point of manufacture;

"Our Software" means software provided to you in order to allow you to receive the Service, including any diagnostic software we may provide to you by download;

"Service" means the service that we will provide to you under the Agreement, as described in the Statement of Service;

"Statement of Service" means the statement setting out the Service we will provide to you, subject to these Terms, which includes a list of inclusions and exclusions from the [PC Guru] Service Plan;

"Terms" means these Terms and Conditions for the provision of the Service;

"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](http://www.mypcguru.com);

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

"Your Software" means any software program provided with your computer equipment (including operating systems software) or software program that you have purchased or downloaded independently, including any associated disks and accompanying documentation provided with such software.

## **2. SERVICE**

- 2.1 We will provide the Service in accordance with the Statement of Service, the Fair Usage Policy and these Terms. In order for us to provide the Service to you, your Equipment must meet the appropriate standards and settings as set out in the Statement of Service on our Website. You must also comply with all the requirements described in Clause 5. 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 if this is the case.
- 2.2 Our Service is available from 8am until 10pm - 7 days a week excluding Christmas Day. You may request our Service by calling 08444 810 200.
- 2.3 We will use reasonable endeavours to fix the Faults with your Equipment as identified by you. We cannot guarantee that we will be able to solve all Faults that you report.
- 2.4 If you report a recurring Fault within 30 days of you originally reporting the Fault we will attempt to fix it, provided that you have followed any advice given to you during the initial call to us. If you have not reasonably attempted to follow this advice any Service we provide to you will be chargeable as a new Service.
- 2.5 If you have not reasonably attempted to follow this advice any Service we provide to you will be chargeable as a new Service.
- 2.6 If you report a recurring Fault after 30 days of you originally reporting the Fault any Service we provide to you will be chargeable as a new Service.

## **3. PAYMENT**

You will pay us our fee for the service as stated in the Current charges displayed on our Website.

## **4. SUSPENSION OF THE SERVICE**

We may suspend performance of the Service during a telephone call immediately if:

- (a) you do not comply with your responsibilities as set out in Clause 5;
- (b) you do not, or refuse to, take our advice or act upon or implement our instructions regarding your Equipment;
- (c) we find Inappropriate Content on your Equipment during the performance of the Service; or
- (d) we are required to do so by law, or by a requirement of a court or other governmental or regulatory body

and you will receive a full refund.

## 5. YOUR RESPONSIBILITIES

As confirmed to you during your initial telephone call to us in order for us to be able to provide you with the Service, you must do the following before requesting us to complete the Service:

- (a) take appropriate steps to safeguard your Equipment, including by:
  - (i) installing and maintaining appropriate anti-Virus software (guidance on this is set out on our Website); and
  - (ii) backing up all Your Software, data, files and other information which may be stored on your Equipment and any relevant disks or drives;
- (b) give us access to your Equipment, and all Your Software, data, files and other information stored on your Equipment, as and when required in order for us to provide the Service. 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;
- (c) provide us, upon our request, with all information necessary to enable us to provide the Service in accordance with the terms of this Agreement. You will be responsible for the completeness and accuracy of all such information provided, and will ensure that you are and remain entitled to provide such information to us for use in connection with the Service we provide to you;
- (d) have operated, and continue to operate, 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 has not been stolen, misused, neglected, subject to malicious damage, damage caused by fire, explosion, flood, frost or any other adverse weather conditions, rust, corrosion or water;
- (f) ensure that your Equipment does not contain any Inappropriate Content;
- (g) follow all and any instructions that we may give to you in relation to the Service;
- (h) have the necessary cables to connect your PC to the internet via your modem or wireless router in case there is a problem with your modem or wireless router;
- (i) have all valid licences for Your Software and applications on your Equipment. Such 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 have the ability to re-download Your Software;
- (j) retain and provide correct details of all relevant registration keys and passwords as and when required; and
- (k) be physically available and in attendance with access to your Equipment during our performance of the Service, if requested by us.

## **6. OUR RIGHTS**

6.1 We reserve the right to:

- (a) direct you to a third party that has supplied Your Software if we reasonably believe that the problem with your Equipment is due to an Inherent Fault in Your Software; or
- (b) withdraw the Service should we reasonably believe that you have significantly breached the Fair Usage Policy and/or these Terms.

6.2 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. OUR RESPONSIBILITIES**

7.1 We will access files, programs and data contained within Your Software for the purposes of providing the Service as defined in section 3. Any data including personal data processed with regard to providing this Service will be used in a confidential and appropriate manner.

7.2 We will treat as confidential:

- (a) any data we access on Your Software; and
- (b) any information that you inform us is confidential.
- (c) subject always to Clause 6.2.

## **8. DATA PROTECTION**

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

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

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

8.4 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.

8.5 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 this 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. INTELLECTUAL PROPERTY**

9.1 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.

9.2 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.

## **10. OUR LIABILITY TO YOU**

10.1 Unless otherwise stated in the rest of this Clause 10, we will be liable to you for any loss suffered by you as a result of our performance of the Service.

10.2 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; or

(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.

10.3 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 6.

10.4 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.

## **11. UNFORESEEN EVENTS**

11.1 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.

11.2 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 and will tell you how long we expect that the Unforeseen Event will either prevent or delay us from carrying out our duties.

- 11.3 As long as we comply with our obligations set out in Clause 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.
- 11.4 If we cannot provide all or part of the Service to you, we will refund all or a reasonable part of your Service Fee for the period during which we are unable to provide the Service at our discretion, depending on the severity of the Unforeseen Event.

## **12. HOW TO CONTACT US OR COMPLAIN**

- Call the Customer Service Department on 08444 810 244;
- Write to the Customer Care Manager at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP;
- Emailing us at [info@mypcguru.com](mailto:info@mypcguru.com).

If you are not satisfied with any of the services 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.

## **13. TELEPHONING DOMESTIC & GENERAL SERVICES LIMITED**

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

## **14. 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.

## **15. GENERAL**

- 15.1 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
- 15.2 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.
- 15.3 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.
- 15.4 We may assign, transfer, charge or deal in any other manner any of our rights and/or obligations under this Agreement to a third party. We will give at least 30 days' notice on the Website 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 the rights of our customers under this Agreement will be detrimentally affected by such transfer.

15.5 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 12 if you require a copy in any of these formats.

**FAIR USAGE POLICY**

**DOMESTIC & GENERAL [PC GURU] SERVICE PLAN**

The PC Guru Service (as described in the Statement of Service) entitles you to up to 45 minutes of remote access help during one telephone call to us in exchange for a one-off fee.

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.

## **FREQUENTLY ASKED QUESTIONS (FAQ'S)**

### **DOMESTIC & GENERAL [PC GURU] SERVICE PLAN**

1. What is your telephone number?

Our contact number is 08444 810 200

2. What do I need to have ready when I call you?

Please have your membership details handy. You should be with your computer, turned on if it is working, and connected to the internet, if it is working. If you have a question about a specific piece of software or hardware, please have any paperwork or CD's handy too.

3. What do I do if I am unhappy with your service?

Please contact us with any feedback and we will be happy to help

4. What if the same thing goes wrong a second time?

- a. For Subscription customers

If something goes wrong, there are normally two explanations. Either we have not fixed the problem completely in which case please call us so we can try to fix it again, or you may be doing something wrong, in which case please call us for our advice.

- b. For On Demand customers

If you report a recurring fault within 30 days of you originally reporting the fault we will attempt to fix it, provided that you have followed any advice given to you during the initial call to us. If you have not reasonably attempted to follow this advice any service we provide to you will be chargeable.

5. What if things can't be fixed when I call you?

There are some things we may not be able to fix, such as a broken screen for instance. You can purchase a hardware warranty from us. If you have not purchased a warranty from us, we can help organise a repairer for you or advise on the right courses of action to help you. Please see our Statement of Service for full list of inclusions and exclusions.

6. What do I do if I decide I don't want to continue with my Service Plan? (Subscription customers only)

Please refer to your cancellation rights detailed in our full Terms and Conditions.

7. What does remote access mean?

It means that instead of having to wait days for someone to turn up on your doorstep, our technicians can, with your permission (and assuming you have a good, working internet connection) take control of your computer and fix it straight away.

We can only set up a remote access session with your permission. If you do not allow us in then we cannot connect to your computer. You are in full control of the session at all times, you have primary control of the mouse and if you are unsure of anything, can end the session with one click.

Furthermore we can only see what's on your screen, in other words you can see everything we do in real time.

8. How secure is my data whilst you are remotely fixing my computer?

Extremely secure. The remote access software we use is permission-based for protecting access to your PC and the data contained therein.

All remote access sessions must be initiated by you. It is not designed for unattended sessions.

You are always prompted for permission before any screen sharing, remote access, or transfer of diagnostic data, files or other information is initiated. Furthermore, you can easily take control back or terminate the session at any time.

Local security controls on your PC are never overridden; the customer or the representative must still provide any Windows or application authentication credentials.

All connection activities are logged and the screen sharing and chat session can be optionally recorded and played back for review at a later time.

In short, you have complete control of what we do and what you see.

9. Is there anything that you can't fix?

Yes – No-one can guarantee that they can fix everything on a computer, e.g. the hardware going wrong. Or we may tell you that your computer does not have the capacity to run all the programmes you require. In any case we will always be clear with you, speak in language that you understand and advise the best course of action in any event. If it is established that you have a hardware problem with your PC, or a part which needs replacing, then we may be able to send out an engineer for a home visit at an additional charge. A full list of inclusions and exclusions can be found in our Statement of Service

10. Are there any times when PC guru is closed?

We are open daily from 8am – 10pm, every day except Christmas Day

11. Are there occasions when you will refuse to allow me to access the Pc Guru subscription service?

In cases where you keep on having the same problem and we have given you advice that you do not follow, we may have to discontinue the PC Guru Service in accordance with our termination rights as detailed in the full Terms and Conditions.

Please see our Fair Usage Policy which states that we will provide up to 360 minutes usage per 12 month subscription, inclusive of time spent on the telephone, e-mails, instant messaging and remote access.

If you exceed this limit 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.

12. What safeguards should I have on my computer to prevent breakdown/keep it working properly?

You should install good anti-virus software, and follow the manufacturer's recommendations