



Singing Cat Services

Terms and Conditions of Business

- 1) The customer accepts full responsibility for all of their equipment left at the Singing Cat Services premises. Singing Cat Services does not offer insurance against theft or damage to customer owned equipment. It is the responsibility of the customer to ensure that adequate insurance is in place for his or her own equipment.
- 2) The customer accepts full responsibility for all of their equipment when in transit to and from Singing Cat Services premises when transported by Singing Cat Services staff. Singing Cat Services does not offer insurance against theft or damage to customer owned equipment when in transit. It is the responsibility of the customer to ensure that adequate insurance is in place for his or her own equipment.
- 3) The customer accepts full responsibility for the costs involved in shipping equipment to and from Singing Cat Services and the costs of any additional insurance required during transit. Where the customer has requested item(s) be shipped back to them, Singing Cat Services will liaise with the customer to establish the most appropriate means of shipment, considering insurance requirements where necessary. Where Singing Cat Services was required to meet the cost of the shipment, this cost will be added to the customer's final bill.
- 4) When making arrangements for customer's equipment to be collected or delivered by Singing Cat Services, the customer must provide in writing (email is acceptable) a time, location and, in the eventuality that the customer is not available, the name and contact details of a representative who will act on behalf of the customer for the collection or delivery. In cases where the customer has appointed a representative, the customer accepts full responsibility for all of their equipment when it is under the care of the representative.
- 5) Singing Cat Services reserves the right to charge the customer a failed call-out fee of £40 (GBP) in cases where arrangements were made for Singing Cat Services to collect or deliver customer's equipment, and the customer or agreed customer's representative was not available at the agreed time and location.
- 6) Singing Cat Services reserves the right not to provide estimates of costs for service, repair or restoration work without first having had access to the item of equipment for diagnosis. Once any such diagnosis has taken place, Singing Cat Services will contact the customer by email or telephone with an estimate for the work to be carried out. Singing Cat Services reserve the right to claim service fees in addition to that of the original estimate in the event any such services become extended in time (labour costs) and parts or material expenses due to unforeseen problems with the item(s) of equipment.
- 7) Singing Cat Services reserves the right to refuse to offer services on equipment or to customers without prejudice.
- 8) Singing Cat Services will offer all customers the option to commission their services based on the estimate or not to proceed. No charge will be made for diagnosis work carried out by Singing Cat Services, however any items of equipment which the customer does not wish to proceed with the associated services for must be collected from Singing Cat Services or arrangements made for delivery to the customer within 14 days. Singing Cat Services reserves the right to levy a £10 (GBP) per day storage charge for items of equipment from day 15 up to a maximum of 26 weeks/182 days (£1820 GBP). Thereafter Singing Cat Services will reserve the right to sell the item(s) to recover storage costs. The customer will be notified in writing of this intent after the 14 day notice period has elapsed

and any such sale would take effect after the initial 26 week period has elapsed. The balance of funds remaining from the sale after the storage costs have been deducted will be returned to the customer by cheque to the address provided by the customer.

- 9) In the event that services commissioned by the customer require the purchase of specialist or expensive parts and/or materials, Singing Cat Services reserves the right to request the customer pays for these in advance of the commencement of the services. If preferred, Singing Cat Services will provide details of the parts and/or materials required along with an estimated price and supplier's details in the event that the customer wishes to purchase these items themselves.
- 10) In cases where the customer has purchased parts and/or materials themselves, it is the responsibility of the customer to ensure the items as specified by Singing Cat Services are ordered, paid for and delivered to Singing Cat Services. The customer accepts full responsibility for meeting the costs and making the appropriate delivery arrangements associated with this.
- 11) It is the responsibility of the customer to ensure parts and/or materials purchased from a separate supplier by the customer for services commissioned from Singing Cat Services are in full working order. If, upon receipt, Singing Cat Services subsequently establishes that the item(s) purchased are faulty, it is the responsibility of the customer to return the faulty item(s) to the supplier and arrange for replacements. The customer accepts full responsibility for meeting the costs and making the arrangement associated with this.
- 12) Singing Cat Services will update the customer about the status of the services commissioned for their equipment on a regular basis. The update will be given by email or telephone. Due to the nature of the services and equipment supported, Singing Cat Services are not able to offer Service Level Agreements (SLAs); therefore it is not possible to provide an accurate date of completion.
- 13) Should the customer wish to terminate the services commissioned after the services have commenced but prior to completion, the customer will be charged for the costs associated with the services up to the date of termination. Singing Cat Services reserves the right to charge the customer for any parts and/or materials purchased by Singing Cat Services to be used in the completion of the terminated services.
- 14) Once the services commissioned have been completed, i.e. the item(s) are ready, Singing Cat Services will contact the customer by email and phone to confirm the final cost and arrange for collection or delivery of the equipment. Payment for the balance of the services commissioned is due within 14 days of the notification that the item(s) are ready. Payment can be made by cheque (UK only), bank transfer or cash on delivery or collection of the goods from Singing Cat Services.
- 15) In the event that the customer has paid for the balance outstanding within the 14 day notice period but has not made any arrangements to have their equipment collected or delivered, Singing Cat Services reserves the right to levy a £10 (GBP) per day storage charge from day 15 up to a maximum of 26 weeks/182 days (£1820 GBP). Thereafter Singing Cat Services will reserve the right to sell the item(s) to recover storage costs and the balance of costs for the services commissioned. The customer will be notified in writing of this intent after the 14 day notice period has elapsed and any such sale would take effect after the initial 26 week period has elapsed. The balance of funds remaining from the sale after the storage and services costs have been deducted will be returned to the customer by cheque to the address provided by the customer.
- 16) In the event that the customer has not paid for the balance outstanding for the services commissioned and has not made any arrangements to have their equipment collected or delivered within the 14 day notice period, Singing Cat Services reserves the right to levy a £15 per day storage charge will be levied up to a maximum of 26 weeks/182 days (£2730 GBP). Thereafter Singing Cat Services will reserve the right to sell the item(s) to recover storage costs and the balance of costs for the services commissioned. The customer will be notified in writing of this intent after the 14 day notice period has elapsed and any such sale would take effect after the initial 26 week period has elapsed. The balance of funds

remaining from the sale after the storage and services costs have been deducted will be returned to the customer by cheque to the address provided by the customer.

- 17) The customer is liable to pay for all service and any storage charges levied and the customers equipment will not be released to them until any such charges have been paid to Singing Cat Services by cheque (UK only), bank transfer or cash on collection or delivery of the goods.
- 18) Singing Cat Services provide a warranty against their services and unless otherwise stated in writing from Singing Cat Services, any item of equipment returned to the customer after successful completion of the services commissioned will be guaranteed against component failure as per the manufacturer's/supplier's warranty for the supplied part and/or materials used in completion of the services. For example for most hard drives, a manufacturers warranty of 28 days applies. In cases where obsolete parts and/or materials (i.e. items which are no longer produced and can only be obtained through existing stocks) were required to complete the services commissioned, a warranty cannot be provided against failure of the parts and/or materials due to the age of items involved.
- 19) By commissioning diagnosis and/or restoration/repair services from Singing Cat Services, the customer agrees to the terms and conditions of business as specified in this document.