#### Terms & Conditions

#### Introduction

This website is owned and maintained by AB Techtronics.

These terms and conditions govern your use of our website and services. By using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website or services.

Use of this site and the services provided are subject to your acceptance of our general Terms and Conditions, Privacy Policy and Cookies Policy.

Please read them carefully.

# Policy key definitions

"I", "our", "us" or "we" refer to the business AB Techtronics. "you", "the user", "the customer" refer to the person(s) or "business" using this website or services. GDPR means General Data Protection Act. PECR means Privacy Electronic Communications Regulation. ICO means Information Commissioner's Office. Cookies mean small files stored on a users computer or device.

## Acceptable Use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our website to transmit or send unsolicited commercial communications. You must not use our website for any purposes related to marketing without our express written consent.

# **Limited Warranties**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

# **Limitations and Exclusions of Liability**

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law. The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. We will not be liable to you in respect of any loss or corruption of any data, database or software. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

# Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these Terms and Conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

# Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

# **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

# **Exclusion of Third Party Rights**

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

## **Entire Agreement**

These Terms and Conditions, together with our Privacy Policy and Cookie Policy constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

# Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

## Website and associated social media

### **Electronic Communications**

When you visit this website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

# Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the AB Techtronics or its content suppliers and protected by United Kingdom and international copyright laws.

# **Trademarks**

Trademarks and branding of AB Techtronics may not be used in connection with any product or service that is not officially affiliated with AB Techtronics. Any use that is likely to cause confusion among customers, or in any manner that disparages or discredits AB Techtronics is strictly prohibited. All other trademarks not owned by AB Techtronics or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the AB Techtronics or its subsidiaries.

#### **License And Site Access**

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### **Accessibility**

The AB Techtronics website has been validated on <u>validator.w3.org</u> which ensures that it meets the latest accessibility guidelines to be viewable by everyone online.





# **Privacy Policy**

### GENERAL DATA PROTECTION REGULATION (GDPR)

GDPR brought in new legal protection for personal information in May 2018. This tells you what personal information I hold and why, and what your rights are.

#### **AB Techtronics Contact Details**

Trader name/identity: Alan Brock Telephone Number: 07873 345263

Email address: accounts@abtechtronics.co.uk

Address: 10 Langley Close, Redditch, Worcestershire, B98 0ET. Data Controller: Alan Brock (see above for contact details)

## **Key principles of GDPR**

Our privacy policy embodies the following key principles; (a) Lawfulness, fairness and transparency, (b) Purpose limitation, (c) Data minimisation, (d) Accuracy, (e) Storage limitation, (f) Integrity and confidence, (g) Accountability.

# Processing of your personal data

Under the GDPR (General Data Protection Regulation) we control personal information about you electronically using the following lawful bases. Storing information using repair forms so we are able to assist you with your repairs. We are exempt from registration in the ICO Data Protection Register because AB Techtronics does not process personal data.

# **Your Rights**

GDPR gives you the following rights:

# The right to be informed

To know how your information will be held and used (this notice).

### The right of access

To see account's records of your personal information, so you know what is held about you and can verify it.

### The right to rectification

To tell us to make changes to your personal information if it is incorrect or incomplete.

**The right to erasure** (also called "the right to be forgotten")

For you to request that we erase any information we hold about you

# The right to restrict processing of personal data

You have the right to request limits on how we use your personal information

# The right to data portability

Under certain circumstances you can request a copy of personal information held electronically so you can reuse it in other systems.

### The right to object

To be able to tell us you don't want us to use certain parts of your information, or only to use it for certain purposes.

## Rights in relation to automated decision-making and profiling

# The right to lodge a complaint with the Information Commissioner's Office

To be able to complain to the ICO if you feel your details are not correct, if they are not being used in a way that you have given permission for, or if they are being stored when they don't have to be.

Full details of your rights can be found at <a href="https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/">https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/</a>

If you wish to exercise any of these rights, please use the contact details given above. If you are dissatisfied with the response you can complain to the Information Commissioner's Office; their contact details are at: https://ico.org.uk/

#### Lawful Basis: Consent

We only: Receive your information through repair forms, e-mails or verbally. Which is necessary because: To be able to contact you to discuss your needs. We do not process your information.

Data retention period: We will continue to hold your information under this basis until you withdraw consent or it is determined your consent no longer exists. We must keep records of transactions for 5 full years in order to comply with HMRC.

Sharing your information: We do not share your information with third parties. If, as determined by us, the lawful basis upon which we hold your personal information changes, we will notify you about the change and any new lawful basis to be used if required. We shall stop holding your personal information if the lawful basis used is no longer relevant.

# **Protecting Your Personal Data**

We are committed to ensuring that your personal data is secure. In order to prevent unauthorised access or disclosure, we have put in place appropriate technical, physical and managerial procedures to safeguard and secure the information we collect from you. I will contact you using the contact preferences you give me in relation to: repairs, payments and carriage.

### **Contact & Communication**

Users contacting this website and/or it's owners do so at their own discretion and provide any such personal details requested at their own risk. Your personal information is kept private and stored securely until a time it is no longer required or has no use, as detailed in the Data Protection Act 1998. Every effort has been made to ensure a safe and secure form to e-mail submission process but advise users using such form to e-mail processes that they do so at their own risk. This website and it's owners use any information submitted to provide you with further information about the products / services they offer or to assist you

in answering any questions or queries you may have submitted. This includes using your details to subscribe you to any e-mail newsletter program the website operates but only if your express permission was granted when submitting any form to email process. Your details are not passed on to any third parties.

### **External Links**

Although this website only appears to include quality, safe and relevant external links users should always adopt a policy of caution before clicking any external web links mentioned throughout this website. The owners of this website cannot guarantee or verify the contents of any externally linked website despite their best efforts. Users should therefore note they click on external links at their own risk and this website and it's owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

### Social Media Platforms

Communication, engagement and actions taken through external social media platforms that this website and it's owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively. Users are advised to use social media platforms wisely and communicate / engage upon them with due care and caution in regard to their own privacy and personal details. This website nor it's owners will ever ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or e-mail. This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question. Users are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

### **Shortened Links in Social Media**

This website and it's owners through their social media platform accounts may share web links to relevant web pages. By default some social media platforms shorten lengthy URLs [web addresses] (this is an example: http://bit.ly/). Users are advised to take caution and good judgment before clicking any shortened URLs published on social media platforms by this website and it's owners. Despite the best efforts to ensure only genuine URLs are published many social media platforms are prone to spam and hacking and therefore this website and it's owners cannot be held liable for any damages or implications caused by visiting any shortened links.

### **Cookies Policy**

### **Use of Cookies**

At present this website does not use cookies.

## Third Party cookies

When you use this website, you may also be sent the following third party cookies, which may be used for the following purposes: Quickfile-Customer Portal used for payments, invoices, estimates.

# **Refusing cookies**

Most browsers allow you to refuse to accept cookies. In Internet Explorer, you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector. In Firefox, you can adjust your cookies settings by clicking "Tools", "Options" and "Privacy". Blocking cookies will have a negative impact upon the usability of some websites.

### **Services**

## Repairs of items received

Items received will be tested to verify the reported fault(s).

Customers can request that an estimate to repair an item is created if required.

An estimate will be created showing the work required and costs involved and relayed to the customer via email (recommended) or verbally.

The customer must reply to the estimate by email or verbally and specifically agreeing to the estimated procedures and costs.

AB Techtronics reserve the right to amend the estimated cost where extra unanticipated work is required.

If an item can be repaired with a cost no more than the Minimum Test non-refundable charge [Hourly Rates and Test charges are shown on the <u>Repairs</u> page of the website], AB Techtronics reserves the right to carry out the repair without creating a prior estimate. The item(s) will be retested to ensure the repair was successful.

Further testing will be carried out where possible to ensure full functionality of the item.

Ab Techtronics reserve the right to carry out further chargeable work if additional problems are identified, with the agreement of the customer.

The customer will be notified of a completed repair by email with an invoice attached or verbally.

AB Techtronics can only at present accept payments by Faster Payment Bank Transfer, we are not able to accept cash, cheques or card payments.

Items must NOT be sent for repair if payments can not be made by Bank Transfer.

Items that have visual faults but are too complex to be tested to verify any/all faults may have repair work carried out and on agreement with the customer that repair costs will be paid for in full even if the item fails to work when returned to the customer.

No repair costs will be charged to the customer if within a reasonable amount of time it can be shown to be not possible to repair, due to unavailability of similar parts, no

equivalent substitute can be found, the faulty component can not be identified, the item is in a poor condition rendering it beyond economical repair (BER), the item(s) will be returned unrepaired, the customer will still be liable to pay return carriage costs [Carriage costs are shown on the Repairs page of the website].

If the customer declines an estimate the item will be returned and the customer will be only liable to pay return carriage costs.

The customer has the right in certain instances to refuse return of the item, for instance if they think the value of the goods does not warrant the cost of the repair, in such cases the item can be retained and used for spare parts or scrapped.

Items that are tested and found to be not faulty or the reported fault does not show during a reasonable amount of time will be invoiced a standard "Minimum Test" non-refundable charge.

Items will not be returned until all invoiced charges are paid for and the amount has cleared banking.

A item which has been repaired in agreement with the customer and subsequently the customer is not able to pay the invoice or refuses to pay, AB Techtronics reserves the right to retain the item(s) for up to 3 months from the invoice date and if no payment is made thereafter AB Techtronics reserves the right to dispose of the item(s).

Items returned are subject to carriage costs, these will depend on the size, weight and value of the item, see the repairs page on the website for current rates. Where possible Royal Mail / Parcel Force will be used for deliveries.

Customers can at their own expense arrange collection from AB Techtronics using a Courier of their choice, we can not accept callers or collections in person. At present we are not able to accept items for repair from EU Member States, USA, Republic of Ireland. Special services may apply to Northern Ireland, AB Techtronics must be contacted before any items are sent to us.

# **Repair Warranty**

Parts used to repair items will carry a warranty of 90 days from the invoice date.

Repair work carried out may carry a warranty of 90 days subject to conditions, the work required to replace a part fitted in a repair that has failed due to defective manufacture of the part will be carried out without repair charge by AB Techtronics.

The customer should first inform and then undertake reasonable requests by AB Techtronics to ascertain the nature or details of any apparent defect or fault before returning item(s). AB Techtronics will not be responsible for any diagnostic, repair or replacement cost by customers or third party technicians.

Any warranty given will be void if a returned item is found to be damaged accidentally or by misuse, by environmental conditions such as rain or water from pressure washers, has been used not in keeping with manufacturers design or recommendations, has been connected to power with reverse polarity or excessive voltage outside manufacturers limits,

has suffered electrostatic discharge, lightning strike, has been damaged by faults elsewhere on the machine, the unit has been opened up and any security labels have been destroyed.

Any items which the warranty is void may still be repaired if possible, the required work will be estimated at normal service charges and customer is liable for return carriage costs.

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