



Terms & Conditions v1.0

# **CUSTOMER TERMS & CONDITIONS FOR ANTIVIRUS/ANTIMALWARE I.T. SERVICES**

## **1. These Terms & Conditions**

**1.1** These are the terms and conditions for the services provided by Dennis Strain, trading as Enclave Managed Networks the "Organisation /We /Us" to you, the "Client". By ordering any service from the Organisation you agree to be bound by these terms and conditions.

**1.2** The Client agrees to the installation of the following software: Webroot SecureAnywhere. The removal or disabling of this agent from the Client's computer or device will be construed as the termination of this agreement by the Client.

**1.3** No other antivirus or antimalware software can be installed on the client's computer, except at the direction of the Organisation. Previously installed antivirus and antimalware software must be uninstalled at the beginning of the contract period.

**1.4 Nothing in these terms and conditions affect your statutory rights.**

## **2. Order Process**

**2.1** The services provided by the Organisation can be ordered in the following ways:

**2.1.1** Via any contact method listed on the Organisation website located at: <https://bcenclave.ca/bulletins/home/hours-of-operation/>

**2.1.2** Email us using the email address at the bottom of these terms and conditions. We will return the order form via email.



**2.2** The person ordering any service must be a minimum of 18 years of age.

### **3. Payment & Title**

**3.1** Payment may be made by Paypal, INTERAC e-Transfer<sup>TM2</sup> (email bank transfer) or by cheque.

**3.2** Payment by credit card can be made in person.

**3.3** For security reasons we do not accept credit or debit card details via email and so you should not send your card details via email.

**3.4** For payments by cheque any goods will not be released or any services to be provided will not commence until the cheque payment has cleared our company accounts.

**3.5** Where goods are purchased from the Organisation, title to such goods only pass to the Client once a complete and valid payment is made by the Client and received by the Organisation for those goods.

### **4. Services Provided**

**4.1** The Organisation provides the following services:

**4.1.1** Desktop and laptop computer hardware repairs, parts replacement and upgrades for Windows, Linux operating systems.

**4.1.2** The installation and configuration of new desktop or laptop computers running Windows, Linux or Apple Mac operating systems, whether the computers are provided directly by us or by a third party supplier.

**4.1.3** The installation, configuration or upgrading of operating systems, software and third party software for desktop and laptop computers running Windows, Linux or Apple Mac operating systems. Whether the software is provided directly



by us or by a third party supplier.

4.1.4 The creation, installation, configuration or upgrading of wired or wireless hardware, software and cabling for computer networks, whether provided directly by us or by a third party supplier.

4.1.5 The installation, configuration or upgrading of hardware and software security products, including anti-virus software, hardware & software firewalls, virtual private networks (VPNs) and other anti-intrusion and physical security equipment. Whether provided directly by us or by a third party supplier.

4.1.6 The installation, configuration or upgrading of hardware and software for virtualisation. Whether provided directly by us or by a third party supplier.

4.1.7 Computer and network monitoring and administration.

4.1.8 Additional services not listed above can be quoted for on request.

## **5. On-Site and Off-Site**

**5.1** The services detailed above can be provided on-site or off-site, depending upon the nature of the service required, availability of parts and products and the ease of configuring any product or service either on-site or off-site.

**5.2** At the time of booking you will be informed as to which elements of any service will be provided on-site or off-site.

## **6. Remote Access**

**6.1** Where possible we may use remote access tools to access Client equipment.

**6.2** We shall make an assessment as to whether remote access is suitable and possible in each case.



## **7. On-Site Requirements**

**7.1** The following are required for all on-site visits and repairs:

7.1.1 Easy access to the equipment to be serviced and the surrounding area.

7.1.2 Light and main power, and where necessary a fully functioning telephone line, with or without internet access, (as applicable).

7.1.3 A person on-site with knowledge of the issue or issues affecting the equipment.

7.1.4 A person on-site with administrator level access privileges to the relevant equipment, (where required).

7.1.5 A person who is 18 years of age or over.

7.1.6 *Valid, original and licensed versions of any software required, (unless being supplied by us.)* Please note that we will not use, install or configure any unlicensed, copied or counterfeit software.

## **8. Data Backup & Loss**

**8.1** It is the sole responsibility of the Client to ensure that all data on any equipment is backed up and appropriately stored before any work commences.

**8.2** We will not be liable for any data loss occurring on any equipment or data loss caused by the Client's failure to put in place or correctly operate appropriate data backup and storage procedures.

## **9. Cancelling or Changing An Appointment**

**9.1** A minimum of 24 hours notice will be required in order to cancel or change an appointment.



**9.2** Where less than 24 hours notice of cancellation is provided by the Client we reserve the right to withhold up to 10% of any fees already paid by the Client in the form of a cancellation fee.

## **10. Missed Appointments**

**10.1** Any missed appointments will need to be re-booked by the Client.

**10.2** On re-booking we will attempt to provide a convenient replacement slot, however we cannot guarantee that we will be able to provide a suitable slot.

## **11. Warranty Period**

**11.1** All hardware and equipment supplied and fitted by us is warranted *only* by the manufacturers.

**11.2** Virus & Malware removal cannot be warranted due to the possibility of new infections.

**11.3** Independent contractors referred by the Organisation provide their own warranties and their work is specifically *not* warranted by the Organisation.

**11.4** All other work carried out by us is guaranteed for a period of 2 months.

**11.5** Any warranty will be declared void where any failures or errors are caused by the subsequent incorrect use or maintenance of any item installed or configured by us.

## **12. Software**

**12.1** All software supplied and installed by us will be original and will be appropriately licensed. This will include an appropriate numbers of copies or seats when used by more than one user.

**12.2** We will not install, attempt to configure or update any software, which



appears to us to be unlicensed, improperly licensed, copied, or counterfeit.

### **13. Limitation of Liability**

**13.1** We shall be not be liable to you as the Client in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any business or personal losses or anticipated savings or for any indirect or consequential or loss whatsoever.

### **14. General**

**14.1** Failure by the Organisation to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless acknowledged by the Organisation in writing.

**14.2** It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

**14.3** The Organisation reserves the right to change these terms and conditions at any time on giving notice to Clients affected.

**14.4** This Agreement sets out the entire agreement and understanding between the Organisation and the Client and is in substitution of any previous written or oral agreements between the Organisation and the Client.

### **15. Jurisdiction**

**15.1** This Agreement shall be interpreted construed and enforced in accordance



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with Canadian law and shall be subject to the exclusive jurisdiction of the Canadian Courts.

## **16. Organisation Contact Details**

Our contact details are as follows:

Dennis Strain  
Enclave Managed Networks  
PO Box 365  
Smithers, BC  
Canada V0J 2N0

Email: [dstrain@enclave365.ca](mailto:dstrain@enclave365.ca)

Toll-free Telephone & Fax:  
1-877-877-8793

Twitter: @BCEnclave  
Skype: BCEnclave  
Instagram: BCEnclave