# **Computer repair service contract**

It is r	made b	etween:	[IT Service Provider's name]				
of			[address] (the "■ ■ ■ ■ ■ ■ ■ ■ ■ ")				
And			[Client name]				
of			[Client address] (the "Client")				
Bacl	kgroun	d					
Prov	ider an	d the Client in o	nent is to set out the legal contract between the IT Service connection with the work described in the specification (the				
"Tas ■ ■ ∎	k" meai ■ ■ ■	ns the work to b	pe done under the terms of this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■				
The	terms (	of this agreem	ent are:				
1.	Specification and requirements						
	1.1.		ent is for the [self employed] IT Service Provider to Task for the ••••, •••••••••••••••••••••••••••••••				
	1.2.		ee Provider is alone responsible for all taxes arising on red from the Client and indemnifies the				
	1.3.	The IT Service 123456789 ].	ee Provider is/is not registered for ■ ■ ■ , [ ■ ■ ■				
	1.4.	The IT Service ■■■■].	e Provider is registered with [if any, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■				
	1.5.	All work shall	be to the Specification.				
	1.6.	The IT Service of skill ■ ■ ■	e Provider agrees to provide staff of an appropriate level				
	1.7.		iderstands that in the process of working on the Task,				

This agreement is dated:

[date]

	1.8.	When the Task is complete, affected equipment will be left fully assembled				
	1.9.	The Task will be completed in accordance ••••••••••••••••••••••••••••••••••••				
		[Timetable]				
2.	Interruptions and expense					
		Client's attention is drawn to the following special requirements, uptions and expense. Delay caused by these				
	2.1.	Extra time will be incurred if the Client fails to provide a cleared work				
	2.1.	space [where?] from [8 . $00 = = = ] = = = [5 . 00 = = = ]$ .				
	2.2.	Access to the equipment will be provided by the Client from [7.30 am] to [5.30 pm]. If any delay is •••••••••••••••••••••••••••••••••••				
3.	IT Service Provider's account and expenses					
	3.1.	The sum stated in the Specification as the estimated cost of materials shall be paid at least five				
	3.2.	Upon completion of the Task, the IT Service Provider shall submit an account. Payment shall be due within [seven] days [unless the Client draws to the attention of the				
	3.3.	The account shall include whatever reasonable expenses the IT Service Provider has incurred in working on any Task [provided such expenses have been approved in				

necessary backups of data so that, in the event of  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$  ,  $\blacksquare$ 

3.4.	A complaint or rejection of some item of work done on the Task does not entitle the Client to
3.5.	The cost of any materials agreed as extra to the Specification shall
3.6.	The IT Service Provider reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of 5 per cent ••••••••••••••••••••••••••••••••••••
IT S	ervice Provider's account and expenses: ■ ■ ■ ■
3.7.	A cheque is accepted in payment only after <b>a a a a a a a a a a</b>
3.8.	The full cost of the Task shall be paid at least [seven] = = = = = = = = = = = = = = = = = = =
3.9.	Payment for the work of the IT Service Provider shall be made
3.10.	Payment for the work of the IT Service Provider shall be made on the Friday of every week against a worksheet received from the IT Service Provider. That worksheet shall show the details of time spent
3.11.	Except the termination of this contract under following paragraph, the Client will pay the IT Service Provider for all work done to the time the notice of
Safe	ety and insurance
4.1.	The IT Service Provider undertakes to obtain insurance against liability for professional negligence in

			• • • • • • • • • • • • • • • • • • • •	• • .		
4.2.			all times to maintain appr	•		
Con	fidentiality					
5.1.	In this paragraph	n:				
	"Act"		2018.	••••••		
	"Damage":		means both			
	"Personal Inform		It includes personal dat Act ,	a, as defined in the		
5.2.	Each party to this contract •••••, •••••:					
	5.2.1 divulge to any person whatever or otherwise make use of					
			image, nor audio-■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
5.3.	Each party to this	s agreem	ent now undertakes to			

	5.4.	The parties agree that any Damage arising directly or indirectly,					
	5.5.	The Client accepts personal liability • • • • • • • • • • • • • • • • • • •					
	5.6.	No matter how this contract ends, ••••••••••••••••••••••••••••••••••••					
6.	Lim	itation of liability					
	This	oaragraph states • • • • • • • • • • • • • • • • • • •					
	6.1.	This paragraph applies to all of:					
		6.1.1 a defect in work done or not done					
		6.1.2 a breach					
		6.1.3 negligence or any other tort					
	Any c	of the <b></b>					
	6.2.	The IT Service Provider shall have no liability to the Client in respect of a Default					
	6.3.	The Client agrees to give the   14days  14days  15days  16days  16days  17days  17days					
	6.4.	If a number of Defaults give rise to					
	6.5.	The IT Service Provider shall not be liable to the Client in respect of a Default, for loss of profits, goodwill or					

6.6.	The IT Service Provider's entire liability in respect of
OR	
6.7.	The IT Service Provider's entire liability in $\blacksquare$
Unc	ontrollable events
7.1.	If either party cannot perform this agreement for a reason beyond his reasonable control • • • • • • • • • • • • • • • • • • •
	••••••••
AND/	OR
7.2.	Neither party shall be liable for any failure or delay in
7.3.	If the agreement is terminated, all money •••••••••
7.4.	Costs arising from the
7.5.	Regardless of the reason for stoppage or delay, if it continues for more than [30] days, [ = = = = = = ] = = = = = = = = = = = =
	[
7.6.	The party claiming to be affected by an ••••••••

7.7.	So long as the uncontrollable event continues, the Client may contract
Mis	cellaneous matters
8.1.	No amendment or variation to this   I I I I I I I I I I I I I I I I I I
8.2.	So far as any time, date or • • • • • • • • • • • • • • • • • •
8.3.	If any term or provision of this agreement is at any time held to be void, invalid or unenforceable, then it shall be treated as changed  , , , , , , , , , , , , , , , , , , ,
8.4.	Any obligation in this agreement
8.5.	No failure or delay by any party to exercise any right,
8.6.	Any communication to be served on either party by $\blacksquare$
	It shall be deemed to have been delivered:  if delivered •••••••••••••••••••••••••••••••••••

	•••		• • • • • • • • • • • • • • • • • • •	• • • • • • •	• • • • • • • • • • • • • • • • • • •	
8.7.					•••••	
8.8.	) = = = 1 = = = 201		(			
8.9.	- /	,				•••
•••••	[]		•••••	:		
Signed by [0	Client name]:					
OR	[			]		
:	[]					

# **Schedule: Specification**

[Work description]

# **Early Start and Cancellation Rights**

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
••••••••••••••••••••••••••••••••••••••
,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,, ,,, ,,, ,,, ,,,
•••••, •••••••. ••••••14
,,,

# Request to start work

10,	
[enter Service Provider's name] [address] [email]	
	_
	-
	_
Signed	
Date:	
Client name:	
Ciletti Haitie.	
Client address:	

### **Model cancellation form**

[	••••
<i></i>	
: /	/_
:[	••••
Address: [enter your address],	

Signature: (only if this form is notified on paper),

Date: [date]

## **Explanatory Notes:**

#### Computer repair service contract

### **General notes**

1.	What	is	in	the	agreement?	?
----	------	----	----	-----	------------	---

The main purposes of this agreement are:

- to enable you to do the agreed work;
- to get paid for the specified work;
- to get paid for extras;
- not be liable to your client for more than you ■ ■ ■ ■ ■ ■
- to convince your client that you are a competent and  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$

### 2. Background and Specification

Enter name of company if you work through  $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ .

............

Or

	reasonable specification is "Fix my computer". You must decide on a case-
	Make sure you include your price in the Specification. This is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Final points about this contract:
	remember to attach the Specification to this contract or refer to it very precisely,
	make sure your client has signed the contract.
	make sure you have dated the contract
3.	About Consumer Contracts (ICAC) Regulations 2013
	If you provide services to a consumer and he signs this contract anywhere other than your office premises then the Consumer Contracts ( • • • • • • • • • • • • • • • • • •
	This notice provided at the end of the agreement sets out the "standard" limits allowing you to comply
Par	agraph specific notes:
Draft	ing notes following the numbered paragraphs
1.	Specification and requirements
	We make clear that you are self employed and responsible for your own taxes. Why?
	Clients also like to • • • • • • • • • • • • • • • • • •
	Avoid responsibility for any sort of permission or licence. Then whatever
	A few more items to •••••••••.

## 2. Interruptions and expense So often a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a ---------------You may like to add special requirements in time, $\blacksquare \blacksquare \blacksquare \blacksquare$ , $\blacksquare \blacksquare \blacksquare \blacksquare$ ---------Many clients find it all too easy to tell you what they want, then add to it as the .................................... -------------. 3. IT Service Provider's account and expenses Getting paid can be a nightmare. Having this contract will help you very greatly. But you still have to set .................................... \_\_\_\_\_\_ There are so many alternative arrangements that we have given you first a suggested complete set and then, at the next number, a choice of many more ............... .......... ........................ Here we have given you a menu of alternative sub paragraphs. ■ ■ ■ ■ ■ ■

We repeat:

. . . . . . . .

#### 4. Safety and insurance

We suggest you make no change here.

,,	
This paragraph is intended to prevent your client from telling the World	

We suggest you make no change here.

#### 6. **Limitation of liability**

Uncontrollable events	
We have provided the words	l
There are several essential edits required as to the	
,	
You cannot contract out.	
You are the expert. Your client is a "consumer". Consumers are protected.	

### 7. Uncontrollable events

Often referred to as "force majeure". This is a difficult one to $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
,,
<b> </b>
■.

We suggest you start by reading all the paragraph 

#### 8. **Miscellaneous matters**

Algula di Tilila Parties Act -
Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •
A number of special points. We have identified each of these as important

## **End of notes**