

# Terms and Conditions of Service and Privacy Policy

Family Tech & Solutions Ltd

Effective Date: 26/05/2025

# TERMS AND CONDITIONS OF SERVICE

#### 1. Introduction

These Terms and Conditions ("Terms") govern the provision of services by **Family Tech & Solutions Ltd** ("we", "us", "our") to you, the customer ("you", "your"). By engaging our services, <u>you</u> agree to be bound by these Terms.

If you do not agree to these Terms, you must not proceed with our services.

#### 2. Services We Provide

We offer the following in-person and remote services:

- Diagnosis, support, and troubleshooting for electronic devices (e.g. smartphones, laptops, tablets);
- Installation and configuration of hardware and software;
- Advice and guidance on the use and maintenance of such devices and systems;
- Recommendations for purchasing products or services;
- Assistance in communicating with third-party providers (e.g. broadband, software, retail providers), in your presence or by phone.

## 3. Your Responsibilities

You agree to:

- Provide honest and accurate information about your device(s), software, and usage needs;
- Ensure that any hardware or software provided for installation is legally owned or properly licensed;
- Retain responsibility for your data and back up your device(s) before handing them over;
- Be present and provide instructions when we speak to third parties on your behalf;
- Make all final decisions regarding purchases, configurations, or actions based on our advice.

## 4. Liability and Disclaimers

#### 4.1. General Disclaimer

To the fullest extent permitted by law, we shall not be liable for any loss or damage (including indirect, consequential or special damages) arising from:

- Reliance on advice or recommendations we provide;
- Interactions or transactions with third-party providers;
- Any unauthorised access, data loss, or damage to your device(s) unless caused by our proven negligence;
- Installation of hardware or software, unless damage is caused by our proven negligence;
- Delays, interruptions, or errors in service.

#### 4.2. Limitation of Liability

Nothing in these Terms shall exclude or limit our liability for:

Death or personal injury caused by our negligence;

- Fraud or fraudulent misrepresentation;
- Any other liability which cannot be excluded under applicable law.

If we are found liable for any loss or damage, our liability shall be limited to the lesser of:

- £500, or
- The amount paid for the relevant service.

#### 5. Third Parties and Recommendations

We may suggest products, services, or providers based on your needs. These are suggestions only and we do not receive commissions or payments from third parties unless otherwise disclosed.

You remain responsible for any purchases or agreements made with third-party providers, even where we facilitate the conversation.

We accept no liability for the performance, suitability, or compatibility of any third-party service or product, including those installed at your request.

# 6. Device Handling and Installations

When you hand us your device or ask us to install hardware/software:

- You confirm you are the lawful owner or have permission to authorise work;
- You confirm that any software or media to be installed is properly licensed and free from malware or other harmful content;
- You understand that while reasonable care is taken, work may involve risks (e.g. data loss, compatibility issues), especially for older, modified, or already damaged devices;
- You are responsible for data backups unless otherwise agreed in writing.

We reserve the right to decline installation of any hardware or software we believe to be unsafe, unlawful, or incompatible.

## 7. Data Protection and Privacy

We comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Any personal data we handle will be:

- Used only for service delivery or administration;
- Stored securely and only for as long as necessary;
- Never shared with third parties without your consent unless required by law.

We may record telephone conversations with you for training, monitoring, and verification purposes. These recordings will be stored securely and processed in accordance with this Privacy Policy and UK data protection law.

## 8. Payments and Cancellations

- Prices for services will be communicated before the appointment.
- Payment must be made in full before the appointment commences. If payment is not received, we reserve the right to cancel or reschedule the appointment.
- If you book a service to take place within 14 days of purchase, you consent to the service beginning during the statutory cooling-off period under the Consumer Contracts Regulations 2013 and acknowledge that your right to cancel may be lost once the service has been fully performed.
- If you cancel a pre-booked appointment with more than 24 hours' notice, no fee will apply.
- If you cancel with less than 24 hours' notice, a cancellation fee may apply.
- Refunds will only be provided in accordance with our Refund Policy.

## 9. Complaints and Dispute Resolution

We aim to resolve issues fairly and promptly. Please contact us at [Insert contact method] with any complaints.

If a dispute cannot be resolved amicably, we may suggest mediation before either party considers legal action.

## 10. Changes to These Terms

We may update these Terms occasionally. Any changes will be effective upon being made available to you or posted on our website (if applicable).

Continued use of our services constitutes acceptance of updated terms.

## 11. Call Recording

We may record telephone calls for the purposes of training, quality monitoring, and service verification. By continuing with a phone call to our service, you consent to such recording.

Recordings are stored securely and only accessible to authorised personnel. They are not shared with third parties unless required by law or necessary to resolve a specific complaint or dispute.

# 12. Governing Law

These Terms are governed by and interpreted in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

#### 13. Contact Us

If you have any questions or concerns about these Terms, please contact:

Family Tech & Solutions Ltd

Email: emailus.fts@gmail.com

Phone: 07368 373116 (WhatsApp)

Registered Address:

124-128 City Road, London, United Kingdom, EC1V 2NX

# **PRIVACY POLICY**

#### 1. Introduction

At Family Tech & Solutions Ltd, your privacy is important to us. This Privacy Policy explains how we collect, use, and protect your personal data when you use our services or visit our website.

#### 2. Data We Collect

We may collect:

- Contact details (name, email, phone, address)
- Device and service information
- Communication records (calls, emails)
- Call recordings (with notice)
- Website usage data (cookies, analytics)

#### 3. How We Use Your Data

We use your data:

- To provide and manage services
- To contact you about appointments and service updates
- To monitor service quality and staff training
- To record calls where relevant
- To improve our website and customer experience

## 4. Legal Bases for Processing

Our processing is based on:

- Consent (e.g. optional recordings or marketing, if any)
- Contract (to provide the service you request)
- Legal obligation (e.g. accounting or consumer protection)
- Legitimate interests (e.g. training, internal record-keeping)

## 5. Data Sharing

We do not sell your personal data. We may share your data with:

- Third-party service providers (e.g. IT or email providers)
- Third parties you instruct us to contact on your behalf
- Regulators or law enforcement where legally required

#### 6. Data Retention

We retain service records for up to 6 years.

Call recordings are stored for up to 12 months unless needed for a specific complaint or legal reason.

# 7. Website Cookies and Tracking

Our website uses cookies to enhance user experience and understand how our website is used.

Types of cookies used:

- Essential cookies necessary for core site functionality
- Analytics cookies to track how users interact with the site
- Preference cookies to remember your settings

By using our website, you agree to the use of cookies. You can manage cookies through your browser settings.

# 8. Your Rights

You have rights under UK GDPR, including to:

- Access your data
- Request correction or deletion
- Object to or restrict processing
- Request data transfer (portability)
- Withdraw consent where processing is based on consent

To exercise any rights, contact us at:

emailus.fts@gmail.com

# 9. Complaints

If you're unhappy with how we handle your data, please contact us first. You may also lodge a complaint with:

Information Commissioner's Office (ICO)

Website: <a href="https://ico.org.uk">https://ico.org.uk</a>

Phone: 0303 123 1113