

Tek Help Subscription Membership Terms & Conditions

Last updated: 19.08.2026

These Subscription Membership Terms & Conditions ("Membership Terms") apply to all customers who purchase a **Tekhelp Essentials, Tekhelp Plus or Tekhelp Complete** subscription membership ("Membership") from Tek Help.

These Membership Terms form part of the Tek Help Terms & Conditions of Service.

By purchasing a Membership, you agree to these Membership Terms.

1. About Tek Help

Tek Help

40 George Fitzroy Court

St Mary's Park

Stannington

Morpeth

NE61 6FE

United Kingdom

Telephone: **07506 137197**

Email: josh@tekhelp.co.uk

2. Our Memberships

Tek Help offers the following subscription memberships:

- **Tekhelp Essentials**
- **Tekhelp Plus**
- **Tekhelp Complete**

Each Membership provides different services and benefits.

The specific benefits included within your Membership are those advertised on the Tek Help website or confirmed to you when you purchase the Membership.

Membership benefits may include IT support, remote support, priority support, discounts or other services depending on the Membership selected.

3. Membership Contract

3.1 Initial contract period

All Tek Help Memberships have an **initial minimum contract period of 12 months**.

Your 12-month contract begins on the date your Membership starts.

For example, if your Membership starts on **1 September 2026**, your initial contract period will run until **31 August 2027**.

3.2 Monthly payments

Although the initial contract is for 12 months, Membership payments may be collected monthly unless otherwise stated when you purchase your Membership.

Paying monthly does not mean that the initial contract period is monthly.

You remain committed to the Membership for the initial 12-month contract period, subject to any statutory cancellation rights or any earlier cancellation rights expressly provided by Tek Help.

3.3 After the initial 12 months

After the initial 12-month contract period has ended, your Membership will automatically continue on a **rolling monthly basis** unless you cancel it.

You will not be required to enter into another 12-month commitment.

4. Starting Your Membership

Your Membership starts when:

1. you have completed the Membership purchase process;
2. you have agreed to these Membership Terms; and
3. your first payment has been successfully received or authorised.

We will provide confirmation of your Membership and the relevant Membership details.

5. Membership Prices

5.1 The price of your Membership will be shown to you before you purchase.

5.2 Membership prices may vary depending on the Membership selected.

5.3 Unless stated otherwise, Membership prices do not have **VAT**.

5.4 Your Membership price will remain unchanged during your initial 12-month contract period unless:

- you agree to a change;
- a change is required by law; or
- the price was calculated incorrectly due to an obvious error.

5.5 After the initial 12-month period, Tek Help may change the Membership price by giving you reasonable advance notice.

5.6 If a price increase materially affects you, you may cancel your Membership before the new price takes effect.

6. Payment

6.1 Membership payments will be collected using the payment method agreed when you purchase your Membership.

6.2 Where monthly payment is selected, payments will normally be collected on or around the same date each month.

6.3 You are responsible for ensuring that your payment method remains valid and that sufficient funds are available.

6.4 If a payment fails, we may contact you to request payment or ask you to update your payment details.

6.5 We may temporarily suspend Membership Benefits if a payment remains unpaid.

6.6 We will give you reasonable notice before terminating your Membership due to non-payment, unless circumstances reasonably require immediate action.

7. Cancellation – Simple and Easy

We want cancelling your Membership to be straightforward.

7.1 How to cancel

You can request cancellation by:

- emailing **josh@tekhelp.co.uk**;
- contacting Tek Help by telephone on **07506 137197**; or
- using any online cancellation facility made available by Tek Help.

You do not need to provide a complicated reason for cancelling.

7.2 Cancellation request

Your cancellation request should include:

- your name;

- the email address associated with your Membership; and
- confirmation that you wish to cancel your Membership.

7.3 No complicated cancellation process

We will not require you to contact us repeatedly, attend an appointment or provide unnecessary information in order to cancel.

Where an online cancellation facility is provided, it will be designed to make cancellation straightforward.

8. Notice Period

8.1 During the initial 12-month period

The Membership is subject to the initial 12-month contract period.

You may give notice to cancel at any time, but unless a statutory cancellation right applies or Tek Help agrees otherwise, the Membership will continue until the end of the initial 12-month period.

8.2 After the initial 12 months

Once the initial 12-month contract has ended, you may cancel at any time by giving **one month's notice**.

Your Membership will remain active until the end of the applicable notice period.

8.3 No automatic additional 12-month commitment

After your initial 12-month contract, cancellation will not result in another 12-month commitment.

The Membership simply continues on a monthly rolling basis until cancelled.

9. Cooling-Off and Statutory Cancellation Rights

Nothing in these Membership Terms removes or restricts any statutory cancellation rights you may have.

If you are a Consumer and purchase your Membership online, by telephone or otherwise at a distance, you may have a statutory cooling-off period.

Where applicable, we will provide the required information about your cancellation rights before the contract is entered into.

If you ask us to begin providing Membership Services during a statutory cancellation period, you acknowledge that the cancellation rules applicable to services may affect the amount refundable if you subsequently cancel.

Where the law provides a cancellation right, that right takes precedence over these Membership Terms.

10. Cancelling Before the End of the 12-Month Contract

10.1 We understand that circumstances can change.

10.2 If you wish to cancel before the end of the initial 12-month period, you should contact us.

10.3 Where there is a valid reason for early cancellation, Tek Help may agree to end the Membership early.

10.4 Examples may include:

- moving permanently outside our service area;
- serious change in circumstances;
- Tek Help being unable to provide a material part of the Membership;
- a significant change to the Membership that you do not accept; or
- another circumstance where cancellation is required or permitted by law.

10.5 Where Tek Help agrees to an early cancellation, we will confirm the cancellation date and any final payment due.

10.6 We will not use unreasonable or disproportionate cancellation charges.

11. Cancelling at the End of the Initial Contract

If you do not wish to continue after the initial 12-month contract:

1. notify Tek Help before the end of the contract;
2. provide the required notice; and
3. your Membership will end on the agreed cancellation date.

We will confirm the cancellation to you.

12. Membership Renewal

12.1 At the end of the initial 12-month period, your Membership will automatically move to a monthly rolling subscription unless you cancel it.

12.2 You will not be required to sign a new 12-month contract.

12.3 We will provide appropriate information about the continuation of your Membership and your cancellation rights.

12.4 Where required by law, we will provide any required renewal or reminder communications.

13. What Happens When Your Membership Ends?

When your Membership ends:

- Membership Benefits will stop on the effective cancellation date;
- you will no longer receive Membership discounts or benefits;
- future recurring payments will stop;
- you will remain responsible for any legitimate outstanding amounts due before the cancellation date; and
- any unused Membership Benefits will normally expire.

14. Unused Membership Benefits

14.1 Membership Benefits are provided for use during the applicable Membership period.

14.2 Unless expressly stated otherwise, unused benefits do not carry forward to the following month or Membership period.

14.3 Unused benefits have no cash value.

14.4 Unused benefits cannot normally be exchanged for cash or transferred to another person.

14.5 We will not deliberately prevent you from reasonably using your Membership Benefits.

15. Fair Use

15.1 Memberships are intended to provide reasonable IT support for the Customer and their agreed devices or systems.

15.2 Memberships must not be used abusively or in a way that places unreasonable demands on Tek Help.

15.3 Fair-use restrictions, where applicable, will be clearly explained as part of the relevant Membership.

15.4 We may contact you if your use appears substantially outside the intended use of the Membership.

15.5 We will normally attempt to resolve the situation with you before restricting Membership Benefits.

15.6 We may suspend or terminate a Membership where there is serious or repeated misuse, abusive behaviour, fraudulent activity or another material breach of these Terms.

16. Membership Benefits

16.1 The benefits available to you depend on the Membership you have purchased.

16.2 You may only use benefits included in your Membership.

16.3 Membership Benefits cannot normally be transferred to another person.

16.4 We may require reasonable verification of your Membership before providing certain benefits.

16.5 Membership Benefits cannot be exchanged for cash.

16.6 Certain Services may require additional charges even where you hold a Membership. Any such charges should be explained before the additional work is carried out where reasonably practicable.

17. Priority Support

Where your Membership includes priority support, this means that your support request may receive priority over customers who do not have the relevant priority benefit.

Priority support does not guarantee:

- immediate assistance;
- a particular response time unless expressly stated;
- that an issue will be resolved within a particular period; or
- that an engineer will be available at any particular time.

Any specific response-time commitment will be stated separately in the relevant Membership description.

18. On-Site Support

Where a Membership includes on-site support:

18.1 On-site visits may require an appointment.

18.2 Availability may depend on location, engineer availability and the nature of the problem.

18.3 Membership does not guarantee an immediate on-site visit unless expressly stated.

18.4 Any work or services outside the Membership Benefits may be charged separately.

18.5 You must provide safe and reasonable access to the premises and equipment.

19. Remote Support

19.1 Remote support may require remote access software.

19.2 You authorise Tek Help to access your equipment for the purpose of providing the requested support.

19.3 We will only access information reasonably necessary to provide the Services.

19.4 You remain responsible for maintaining appropriate backups of your data.

19.5 Tek Help cannot guarantee that remote support will not result in data loss, system changes or other unforeseen technical issues.

20. Hardware, Parts and Third-Party Services

Membership fees do not normally include:

- replacement hardware;
- computer components;
- cables or accessories;
- software licences;
- third-party subscriptions;
- manufacturer charges;
- specialist third-party services; or
- other products not specifically included within your Membership.

Where these are required, we will inform you of any additional costs before purchasing or supplying them where reasonably practicable.

21. Backups and Data

You are responsible for maintaining appropriate backups of your important data.

Tek Help strongly recommends maintaining an independent backup before any significant repair, upgrade, installation or other technical work.

Unless expressly included within your Membership, Tek Help does not provide a guaranteed backup service.

We will take reasonable care when providing support but cannot guarantee that data will never be lost, corrupted or damaged.

Nothing in these Terms limits any liability that cannot legally be limited or excluded.

22. Customer Responsibilities

You agree to:

- provide accurate information;
- provide reasonable access to equipment and systems;
- provide required passwords or permissions where appropriate;
- ensure you have the right to use the systems and software you ask us to support;
- maintain appropriate backups;
- treat Tek Help staff respectfully; and
- comply with applicable laws when using our Services.

You must not ask Tek Help to access systems, accounts or data that you are not authorised to access.

23. Suspension of Membership

We may temporarily suspend Membership Benefits where:

- a payment is overdue;
- there is a security concern;
- there is suspected fraudulent activity;
- the Membership is being seriously misused; or
- suspension is reasonably necessary to protect Tek Help, our staff, systems or other customers.

Where reasonably possible, we will notify you before suspension and provide an opportunity to resolve the issue.

24. Termination by Tek Help

We may terminate your Membership where:

- you materially breach these Terms;
- you repeatedly fail to pay;

- you seriously misuse the Membership;
- you engage in threatening, abusive or unlawful behaviour;
- continuing to provide the Membership would create a significant security or legal risk; or
- we cease providing the relevant Membership.

Where we terminate your Membership, we will provide reasonable notice where appropriate.

If we terminate your Membership without fault on your part before the end of a paid-for period, we will provide any refund required by law.

25. Changes to Membership Benefits

We may make reasonable changes to Membership Benefits to:

- improve the service;
- reflect changes in technology;
- replace discontinued services;
- improve security;
- comply with legal requirements; or
- reflect changes to third-party services.

We will not materially reduce the overall value of a Membership without giving you appropriate notice where required.

If a change materially disadvantages you, you may have a right to cancel.

26. Changes to Membership Prices

26.1 The Membership price will remain as agreed during the initial 12-month contract unless otherwise permitted by law.

26.2 After the initial contract period, Tek Help may increase the price of a rolling monthly Membership.

26.3 We will provide reasonable advance notice of any price increase.

26.4 If you do not wish to accept the new price, you may cancel your Membership before the new price takes effect, subject to the applicable notice period and your statutory rights.

27. Refunds

27.1 Refunds will be provided where required by law or where Tek Help agrees that a refund is appropriate.

27.2 We will not normally refund Membership payments for periods during which Membership Benefits were available simply because you did not use them.

27.3 If we are unable to provide a material part of the Membership for reasons within our control, we will consider an appropriate remedy, which may include a refund or alternative service where appropriate.

27.4 Nothing in this section limits your statutory rights.

28. Complaints

If you are unhappy with your Membership or the Services provided, please contact us:

Email: josh@tekhelp.co.uk

Telephone: 07506 137197

We will investigate complaints and try to resolve them fairly and promptly.

29. Data Protection

Your personal information will be handled in accordance with the Tek Help **Privacy & Data Protection Policy**.

The Privacy Policy explains:

- what information we collect;
- why we collect it;
- how we use it;
- who we share it with;
- how long we keep it; and
- your data protection rights.

30. Liability

Tek Help will provide Membership Services with reasonable care and skill.

Nothing in these Membership Terms excludes or limits liability where doing so would be unlawful.

For Consumer customers, this includes your statutory rights under applicable consumer protection legislation.

For Business Customers, any additional limitations of liability contained within the main Tek Help Terms & Conditions of Service will also apply.

31. No Waiver of Statutory Rights

Nothing in these Membership Terms is intended to remove or restrict any legal rights you have as a Consumer.

If any provision of these Membership Terms conflicts with a mandatory legal requirement, the relevant legal requirement will apply.

32. Governing Law

These Membership Terms are governed by the laws of **England and Wales**.

The courts of England and Wales will have jurisdiction, subject to any mandatory rights you may have as a Consumer.

33. Contact Details

Tek Help

40 George Fitzroy Court

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