

Tek Help Terms & Conditions

Last updated: 27.07.2026

These Terms & Conditions apply to the services provided by **Tek Help** ("Tek Help", "we", "us" or "our") to you ("you" or "the Customer").

By booking, purchasing or using our services, you agree to be bound by these Terms & Conditions.

1. About Tek Help

1.1 Tek Help provides IT support and related technology services to individuals and businesses.

1.2 Tek Help is operated by **Joshua Alexander Jest Trading as Tek Help**, of **40 George Fitzroy Court, St Marys, Morpeth, NE61 6FE**.

1.3 You can contact us at **josh@tekhelp.co.uk** or by telephone on **07506 137197**.

1.4 Where you are a consumer, nothing in these Terms & Conditions affects your statutory rights.

2. Definitions

In these Terms & Conditions:

- **"Services"** means any IT support, technical support, remote support, on-site support, advice, installation, repair, maintenance or other services provided by Tek Help.
- **"Pay-As-You-Go Services"** means Services purchased individually and not as part of a Membership.
- **"Membership"** means a Tekhelp Essentials, Tekhelp Plus or Tekhelp Complete membership.
- **"Membership Benefits"** means the services and benefits included within the relevant Membership.

- **"Customer Equipment"** means any computer, laptop, mobile device, network equipment, software, account or other technology belonging to or used by you.
- **"Business Customer"** means a customer acting wholly or mainly for business, trade or professional purposes.
- **"Consumer"** means an individual acting wholly or mainly outside their trade, business, craft or profession.

3. Our Services

3.1 We will provide the Services with reasonable care and skill.

3.2 The exact Services we provide will depend on the nature of your request and any quotation, booking confirmation or agreed Membership Benefits.

3.3 We may provide Services remotely, on-site or by another method we consider reasonably appropriate.

3.4 We do not guarantee that a particular technical problem can be fixed or that a particular result can be achieved.

3.5 Where a problem is caused by defective, incompatible, unsupported or obsolete hardware or software, we may recommend replacement, upgrading or an alternative solution.

3.6 We may use third-party software, tools or services where reasonably necessary to provide the Services.

4. Pay-As-You-Go Services

4.1 Pay-As-You-Go Services are charged at the price or rate agreed with you before the work begins, where reasonably practicable.

4.2 Where Services are charged by time, time may include reasonable technical investigation, diagnosis, communication with you, installation, configuration and testing required to provide the Services.

4.3 If the nature or extent of the work changes materially, we may inform you of the expected additional work or cost before continuing where reasonably practicable.

4.4 If we cannot reasonably determine the final cost in advance, we may provide an estimate. An estimate is not a fixed price unless we expressly confirm that it is.

4.5 Any third-party products, licences, subscriptions, parts or services required for your solution may be charged separately.

5. On-Site Services

5.1 Where we attend your premises, you must provide reasonable access to the relevant equipment and working area.

5.2 You must ensure that we can work safely and without unreasonable interruption.

5.3 If we are unable to access the premises or equipment, or the appointment cannot reasonably proceed due to circumstances within your control, we may charge for time reasonably lost or incurred, subject to applicable consumer law.

5.4 We may need to reschedule an appointment due to illness, technical issues, emergencies or circumstances outside our reasonable control.

5.5 We will make reasonable efforts to notify you as soon as practicable if an appointment needs to be rescheduled.

6. Remote Support

6.1 Remote Support may require you to install or use remote access software or another technical tool.

6.2 You authorise Tek Help to access your Customer Equipment remotely only for the purpose of providing the Services you have requested.

6.3 You must not provide remote access credentials or authorisation to any person who is not authorised by you.

6.4 You may end or withdraw remote access at any time, subject to any work already carried out or Services already provided.

6.5 You acknowledge that, while providing remote support, we may technically be able to view information displayed on your device or access files necessary to diagnose or resolve a problem.

6.6 We will not intentionally access personal files or information that are not reasonably necessary for the Services.

6.7 You must remain available during remote support where we reasonably require your assistance or authorisation.

6.8 Remote access does not guarantee that data, files or settings will not be affected. The provisions relating to backups and data in these Terms & Conditions apply to Remote Support.

7. Memberships

7.1 Tek Help may offer the following Memberships:

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

7.2 The price and Membership Benefits for each Membership are those displayed by Tek Help or otherwise confirmed to you at the time you join.

7.3 Your Membership begins on the date confirmed by Tek Help or, where applicable, the date your first Membership payment is successfully processed.

7.4 Membership Benefits are personal to the named Customer and may not be transferred, resold or shared without our written agreement.

7.5 Membership Benefits may be subject to reasonable fair-use restrictions where these are explained to you before or when you join.

7.6 Membership Benefits that are not used during a Membership period do not automatically carry forward to a later period unless we expressly agree otherwise.

7.7 Membership Benefits have no cash value and cannot be exchanged for cash.

7.8 Membership Benefits cannot normally be used to pay for third-party products, hardware, software licences or services unless we expressly confirm otherwise.

7.9 We may reasonably update or improve Membership Benefits. We will not materially reduce the core benefits of a Membership without giving you reasonable notice.

7.10 If a change materially disadvantages you, you may have rights to cancel your Membership under applicable law.

8. Membership Payments and Renewal

8.1 Membership payments must be made using the payment method agreed with Tek Help.

8.2 Where a Membership is a recurring subscription, payments will be taken at the agreed payment interval unless the Membership is cancelled.

8.3 We will provide information about the price, payment interval and renewal arrangements before you join a recurring Membership.

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

8.5 We may suspend Membership Benefits where a payment remains unpaid after we have given you reasonable notice.

8.6 If you do not make an outstanding payment within a reasonable period after notice, we may terminate the Membership.

8.7 Any rights you have as a Consumer under applicable consumer law are not affected by this section.

9. Cancelling a Membership

9.1 You may request cancellation of your Membership by contacting us at josh@tekhelp.co.uk or by another cancellation method we make available.

9.2 Where applicable law gives you a right to cancel during a cooling-off period, we will honour that right.

9.3 If you cancel outside any statutory cooling-off period, cancellation will take effect in accordance with the cancellation terms provided to you when you joined the Membership.

9.4 Unless otherwise required by law or expressly agreed by us, cancelling a Membership does not automatically entitle you to a refund of Membership payments already made for a period in which Membership Benefits were available to you.

9.5 If you have used Membership Benefits before cancellation, this may affect the amount of any refund where permitted by law.

9.6 We may cancel or terminate a Membership if:

- a. you fail to pay amounts due;
- b. you materially breach these Terms & Conditions;
- c. you misuse or attempt to abuse the Membership; or
- d. we reasonably believe continued provision of the Membership would create a security, legal or operational risk.

9.7 If we terminate your Membership, we will provide reasonable notice where appropriate unless immediate termination is reasonably necessary.

10. Prices and Payment

10.1 Prices for Services are as quoted or otherwise agreed with you.

10.2 Unless stated otherwise, prices are **exclusive of VAT**.

10.3 Payment is due at the time stated on your invoice, booking confirmation or other payment request.

10.4 If no payment date is stated, payment is due immediately on completion of the Services.

10.5 We may suspend or refuse further Services where an undisputed invoice remains unpaid.

10.6 We may charge interest on overdue Business Customer invoices at the rate permitted by applicable law.

10.7 We reserve the right to recover reasonable costs incurred in recovering overdue Business Customer debts, where permitted by law.

10.8 We will not use an unfair or disproportionate charge against a Consumer.

11. Cancellations and Missed Appointments

11.1 If you need to cancel or rearrange an appointment, please contact us as soon as reasonably possible.

11.2 We may charge a reasonable cancellation or missed appointment charge where we have incurred costs or lost time directly as a result of your cancellation or failure to attend.

11.3 Any cancellation charge will be reasonable and proportionate to our actual loss and will be subject to applicable consumer law.

11.4 If you have a statutory right to cancel a contract, this section does not remove or restrict that right.

12. Consumer Cancellation Rights

12.1 If you are a Consumer and enter into a contract with us at a distance or away from our business premises, you may have a statutory right to cancel within the applicable cancellation period.

12.2 If you ask us to begin providing Services during a statutory cancellation period, you expressly request that we begin providing the Services before that period has ended.

12.3 If you subsequently cancel, you may be required to pay a proportionate amount for Services supplied up to the point of cancellation where permitted by law.

12.4 Where Services have been fully performed with your express request and acknowledgement of the consequences of performance, your statutory right to cancel may end where permitted by law.

12.5 Nothing in these Terms & Conditions limits any statutory cancellation or refund right that cannot legally be excluded.

13. Customer Responsibilities

13.1 You must provide accurate and complete information reasonably required for us to provide the Services.

13.2 You must provide reasonable access to your Customer Equipment and relevant accounts where necessary.

13.3 You are responsible for providing valid passwords, access permissions and authorisations where reasonably required.

13.4 You must not ask us to install, configure or use software or services that you do not have the right to use.

13.5 You must not ask us to access, copy or interfere with systems or data that you do not have authority to access.

13.6 You must tell us about any known faults, damage, security incidents or other relevant issues affecting your Customer Equipment.

13.7 You remain responsible for deciding whether to accept our advice or recommendations.

14. Backups and Data

14.1 You are responsible for maintaining appropriate and up-to-date backups of your data.

14.2 We strongly recommend that you maintain at least one independent backup before any significant repair, upgrade, installation or other technical work.

14.3 Unless we expressly agree in writing to provide a backup service, Tek Help is not responsible for maintaining your backups.

14.4 We will take reasonable care when handling your Customer Equipment and data.

14.5 However, technical work may carry a risk of data loss, corruption, system failure or other unforeseen problems.

14.6 We do not guarantee that data will not be lost, damaged or corrupted.

14.7 Nothing in these Terms & Conditions excludes or limits liability for matters that cannot legally be excluded or limited.

15. Hardware, Software and Third Parties

15.1 We may recommend hardware, software or third-party services.

15.2 Unless expressly stated otherwise, Tek Help is not the manufacturer, developer or provider of third-party products or services.

15.3 Third-party products and services may be subject to separate terms and conditions.

15.4 We are not responsible for a third party's failure, outage, security incident, policy, price change or withdrawal of a product or service.

15.5 We may refuse to install or support software that is unlawful, unsupported, unsafe or incompatible with the Customer Equipment.

16. Our Liability

16.1 We will provide Services with reasonable care and skill.

16.2 We are not liable for loss or damage caused by:

- a. information or instructions supplied by you that are inaccurate or incomplete;
- b. your failure to follow reasonable advice;
- c. defective, incompatible or unsupported hardware or software;
- d. third-party products or services;
- e. events outside our reasonable control; or
- f. your failure to maintain appropriate backups.

16.3 If you are a Consumer, we do not exclude or limit liability where doing so would be unlawful, including liability for death or personal injury caused by

negligence, fraud or fraudulent misrepresentation, or your statutory consumer rights.

16.4 If you are a Business Customer, to the fullest extent permitted by law, Tek Help will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of anticipated savings or loss of goodwill.

16.5 The liability provisions in these Terms & Conditions are intended to be fair and reasonable and are subject to applicable law.

17. Complaints

17.1 We want to resolve any concerns quickly.

17.2 If you are unhappy with the Services, please contact us at josh@tekhelp.co.uk as soon as reasonably possible and explain the issue.

17.3 We will consider your complaint and try to resolve it fairly and reasonably.

17.4 Nothing in this section prevents you from exercising any statutory rights.

18. Events Outside Our Control

18.1 We will not be liable for a delay or failure to provide Services caused by circumstances outside our reasonable control.

18.2 This may include serious illness, power or internet failures, cyber incidents, supplier failures, natural disasters, government action or other events that could not reasonably have been prevented.

18.3 We will make reasonable efforts to notify you and resume Services as soon as reasonably practicable.

19. Privacy and Data Protection

19.1 We will process personal data in accordance with our Privacy Policy.

19.2 Our Privacy Policy explains how we collect, use and protect personal data.

19.3 You can find our Privacy Policy at [\[INSERT PRIVACY POLICY LINK\]](#).

19.4 Where we process personal data on your behalf as part of providing Services to a Business Customer, the parties will comply with applicable data protection law and agree any additional data processing arrangements reasonably required.

20. Changes to These Terms

20.1 We may update these Terms & Conditions from time to time.

20.2 We will not use a change to these Terms & Conditions to remove or restrict statutory rights.

20.3 Where a change materially affects an existing Membership or ongoing service, we will provide reasonable notice where appropriate.

20.4 The version of these Terms & Conditions in force at the time you enter into a contract will generally apply to that contract, subject to any lawful updates.

21. General

21.1 You may not transfer your rights or obligations under these Terms & Conditions without our written agreement.

21.2 We may transfer our rights and obligations where this does not materially reduce your rights.

21.3 If any part of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply.

21.4 A failure or delay by us to enforce a right does not mean that we have waived that right.

21.5 These Terms & Conditions and any contract between you and Tek Help are governed by the law of England and Wales.

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

Tek Help

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