

CoreMac Solutions - Terms of Business

(Desktop, Laptop, OSX software)

Definitions:

We, Us, Our = CoreMac Solutions

You, Your, Client = The person(s) or company seeking use of one or more of the services offered by us

Device = Macs (laptop, desktop), Apple TV, Airport Express, Airport Extreme Basestation and other Apple peripherals.

OSX = Operating system used on Apple's range of desktop and laptop devices.

Hours:

Our business hours are 9.00am to 5.00pm, Monday to Friday. We will always strive to have a consultant available via the telephone during these hours, although this cannot be guaranteed. We are NOT available outside of these hours unless by prior agreement.

By reading these Terms of business you should note that it will be deemed that you are agreeing to be bound fully by all of the terms detailed in the course of your appointing us to provide a service to you.

Charges:

A minimum of 1 hour (£40.00) will be charged for all work we are instructed on by you except on telephone support which will be charged at a minimum of 30 minutes (£20.00). Cancellation of any work instruction by you whilst we are en-route to your home/office will result in a minimum charge of £20.00.

Currently, we charge £40.00 per hour (or part thereof) for our services - subject to the information detailed above.

Our Payment terms are strictly on invoice.

Deposits or advance payment for hardware / software you have asked us to purchase on your behalf may be required.

All goods remain the property of CoreMac Solutions until payment has been received in full and we reserve the right to charge you the full amount for the products and/or services and/or costs incurred should you cancel your order, change your mind at any stage of the instruction or if you provide us the

wrong device model/specification.

If CoreMac Solutions need to appoint a debt recovery or legal firm to recover monies owed to us following services provided you will incur additional charges as per the Late Payments Commercial Debts (Interest) Act 1998. Services may also be suspended at any time and without notice should your account remain outstanding in excess of 30 days.

Hardware / Software costs do not include installation and configuration.

Services:

We reserve the right to reject or refuse any request by you for use of our service(s) which we believe fall outside of our remit but a full explanation will be given by us as to the reason(s) why.

A quote for any specific work (outside of our normal remit) to be carried out should be requested in writing.

Software problems related to installation by CoreMac Solutions will be resolved free of charge. Problems caused by user or 3rd Party intervention will be resolved at our normal hourly rate detailed above.

We will accept your verbal and/or written confirmation in respect of software product licensing unless you ask us to investigate your position. CoreMac Solutions will take no responsibility for the use of any unlicensed software.

CoreMac Solutions is not an Apple Authorised Service Provider, or affiliated with Apple in any way. Therefore, any work carried out by us on your device may void any warranty remaining on it and it is your sole responsibility to make the necessary checks with Apple and/or your documentation to see if this is the case. If it does void a warranty, and you still appoint us to proceed with the work required, we will not be liable for any loss in value of the device on re-sale or any subsequent work thereafter which would have been covered under the original warranty but is now not.

We are not responsible for your data. It is your responsibility to ensure that prior to CoreMac Solutions starting work on its device(s), operating systems, networks or any other hardware and/or software, that all critical data has been backed up, and that appropriate recovery procedures are in place, prior to our acceptance of any instruction. We may at your request, attempt data recovery at a further cost but regret that we cannot guarantee a successful outcome. Although all effort is made to prevent loss of data, CoreMac Solutions cannot accept any liability for loss or corruption of data stored on machines being worked upon.

Website:

The content of the pages of our website (www.coremacsolutions.co.uk) is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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Unauthorised use of our website may give rise to a claim for damages and/or be a criminal offence.

Through our website you are able to link to other websites which are not under the control of CoreMac Solutions. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep our website up and running smoothly. However, CoreMac Solutions takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Your use of our website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Liability:

CoreMac Solutions shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond our control including, but not limited to:

Act of God, riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or;

Failure by the client to give adequate instructions or supply the necessary information in due time or

(c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

All claims in respect of services, goods or non-execution of the Contract must be made in writing and received by CoreMac Solutions no later than 7 (seven) days of the date work was carried out by us (or due to be carried out by us) for you.

We shall under no circumstances be liable for any loss, damage, expense or injury of any kind whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of CoreMac Solutions, its staff, contractors, or its agents, in excess of the contract invoice value.

Waiver: Any waiver by CoreMac Solutions of any breach of these Terms and Conditions shall be valid only if given in writing.

General:

We accept payment by any of the following methods:

- a) Cash
- b) Cheque (made payable to 'CoreMac Solutions') - this may result in a delay in returning your device(s)/iDevice(s) whilst your cheque clears.
- c) BACS (Bank Transfer) - Details on request