

CoreMac Solutions - Terms of Business

(iPad, iPhone, iPod Touch, iOS 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

iDevice = iPads, iPhones, iPod Touch

iOS - Operating system used on Apple's range of iDevices.

'Jailbreak', 'Jailbreaking', 'Jailbroken' = Unauthorised software installed on your iDevice affecting the iOS.

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:

The cost of services relating to screen replacement, LCD replacement and Home button replacement are detailed either on enquiry or noted individually on our website (www.coremacsolutions.co.uk/services), and are available to download.

Unless we specifically agree and confirm with you, payment must be made, in full, at the point of your instruction to us to proceed with the work and can be made by BACS transfer (if instructing over the phone) or by cash or cheque.

We reserve the right to charge you the full amount for any products ordered and/or services begun and/or costs incurred should you cancel your order, change your mind at any stage of the instruction or if you provide us with the wrong iDevice 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 of £40.00.

CoreMac Solutions will take no responsibility for the failure of the iOS or the iDevice itself by the use of any unlicensed software (including any 'jailbroken' devices running a modified iOS) .

CoreMac Solutions is not an Apple Authorised Service Provider, or affiliated with Apple in any way and therefore any work carried out by us on your iDevice 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 to the iDevice on re-sale or for any subsequent work thereafter which would have been covered under the original warranty but is now not.

Should we send your iDevice back to you after completion of work via Royal Mail delivery service and it's not received or collected and the parcel gets returned to us, we will charge £20.00 for every time this happens.

Terms & Conditions for iDevice Screen/LCD/Home Button Replacements (iPad, iPhone & iPod Touch):

Replacement process:

We offer two options in terms of length of time to complete the work on your iDevice. Our standard option is 72 hours (from receipt of your iDevice) but we also offer a 24 hour service (from receipt of your iDevice) for an additional charge. We always aim to complete the replacement within these noted times but we cannot guarantee this due to possible unforeseen circumstances during repair. If, for whatever reason, we are unable to complete your repair in the stated time we shall inform you at the earliest possible opportunity and explain why we are unable to do so but we will not refund any additional costs for the 24 hour service unless the delay has been caused by circumstances which are entirely in our control. If this is the case, the additional charge will be refunded to you. There may be occasions when a replacement item is needed to be ordered in before work can commence which may delay the completion of work and return of your iDevice, but we shall advise you if this is the case before you instruct us.

Testing:

All iDevices received for a standard screen and/or LCD replacement are tested and inspected to ensure that they are in operational condition and not damaged prior to any work commencing, but our service does not include a full technical diagnosis. If, on receipt of your iDevice, it is found not to be functioning as the manufacturer intended or it is in a damaged condition, these will be recorded and detailed to you before we begin any replacement.

Protective cases, sim cards and data:

We make every effort to send all cases (protective and/or 'fashion' style) and sim cards left in devices back to customers. However, please note that it is your responsibility to make sure that all sim cards and cases are removed from your iDevice as CoreMac Solutions will not be liable for the loss of either items left on or in the iDevice. Any stuck on screen protectors will, unfortunately, be unusable again following screen replacement and will need to be replaced by you, and at your expense.

Data:

Please backup any data on your iDevice before repair. If you are unsure how to do this, we recommend reading the following document at: <http://support.apple.com/kb/HT1766>

We are not responsible for your data. It is your responsibility to ensure that prior to CoreMac Solutions starting work on your iDevice that all critical data has been backed up, and that appropriate recovery procedures are in place, prior to our acceptance of any instruction. Although all effort is made to prevent loss of data, CoreMac Solutions cannot accept any liability for loss or corruption of data stored on iDevices being worked upon.

Please make sure the contact phone number you provide us with is not a number of a sim card left in an iDevice sent/given to us, as it will make it difficult for us to contact you. Relying only on email as a means of contacting you may considerably prolong the time of completing our service.

Unrepairable/Non-replaceable iDevice screens:

On receipt of your iDevice, if we are unable to replace the screen and/or LCD we shall inform you immediately and provide full details as to the reasons why. A set charge may still be applied at our discretion for work carried out up to that point and/or iDevice replacement parts. Any money paid over this charge by you to us for the appointed work will be immediately refunded.

Delivery /Collection policy and Insurance in transit:

At our discretion we will offer an 'in person' collection and return service dependent on your location and our work schedule. If we offer this facility to you, a charge to cover our costs in collecting the item(s) will be applied and this will be detailed by us prior to any collection. We can also, by prior arrangement, be here to collect should you wish to drop off/pick up the item(s) to/from us yourself.

Alternatively, you may wish to use the postal service to send us your item(s). We will use 1st Class Recorded Delivery* or Royal Mail Next Day Special Delivery (the latter at your request - an extra charge according to Royal Mail fees will apply). We strongly advise you to choose a shipping option which offers tracking and appropriate compensation in case of damaged or lost items during shipping.

Items should be packaged very carefully and securely ensuring that the item(s) are suitably encased in protective bubble wrap and boxed sufficiently. CoreMac Solutions will not be liable for any damage caused by any means to the item whilst in transit to us.

If you do not specify an additional option/level of shipping at the time of your instruction to replace your iDevice screen, we will assume that you agree to have your iDevice returned by 1st Class Recorded Delivery.

Additional 'Special Delivery' shipping options available:

- Special Delivery Next Day by 9.00am
- Special Delivery Next day by 1.00pm

*Please note that the return postage option by 1st Class Recorded Delivery only carries an insurance for lost or damaged goods in transit up to £46. Please also note that, as a rule, we do not return any packaging sent to us such as boxes and jiffy bags

Any iDevice shipped back to the you must be examined as soon as the item is received. In case of any damaged iDevice which is as a result of inadequate packing by us, you must inform us immediately or within 24 hours via email: contact@coremacsolutions.co.uk . Any packaging must be kept for inspection at a later date. You will be asked to sign for the items to confirm their receipt.

You are required to provide a full and correct return address when placing your instruction to us.

CoreMac Solutions will not take responsibility for any delays or lost items due to incorrect address details being provided. Please note that delivery times cannot be guaranteed unless Special Next Day Delivery option was selected.

CoreMac Solutions will not be liable in any way for the loss or damage caused to any item(s) returned by us to you through Royal Mail postal service (either Recorded or Special Next Day Deliveries) unless it can be evidenced by you that the packaging supplied by us was inadequate/unsuitable in some way.

Device sent without any information:

We will do our very best to track the owner of an iDevice but regret that if we are not furnished with adequate information as to the owner of an iDevice, CoreMac Solutions cannot be held responsible for any resulting delays. In case of loss, even if it is confirmed that we have received the device (from Royal Mail or other Courier) the maximum refund available will be no higher than the instruction value if paid. If you have not paid then we are unable to provide any refund at all.

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.

Your use of any information or materials from our website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our website meet your specific requirements.

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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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- 3) 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.
- 4) 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' *
- c) BACS (Bank Transfer) - Details on request
- d) Paypal

* this may result in a delay in returning your device(s)/iDevice(s) whilst your cheque clears.