

MacAce iCare Terms and Conditions

MacAce iCare is managed by our partners iCare UK Ltd.

- 1 These terms define the obligations of iCare UK Ltd., (iCare) with respect to iCare 'Support' provided to users of personal computers running either Windows or the Mac operating system (OS), and including users of Apple Macintosh hardware and software who have purchased entitlement to such support. Such users are referred to in these terms and conditions as 'Subscribers'.
 - 2 In these terms and conditions references to 'Support' shall mean:
 - a) Telephone.
Consisting of telephone advice and guidance to subscribers in relation to set-up, installation problems and associated daily usability issues which Subscribers experience with WindowsPC/Apple Macintosh hardware and software,
 - b) Engineering.
Ad-hoc engineering support provided via 3rd party engineering services.
 - 3 Limited telephone support will be given to Subscribers for 3rd party hardware and software connected to or used in conjunction with their WindowsPC/Apple Macintosh.
 - 4 Excluded is specific software application support, telephone training, advice and guidance which is requested by Subscribers in relation to licensed, unlicensed software, stolen hardware, neglected or misused hardware and software, or software which is installed on neglected or misused WindowsPC/Apple Macintosh hardware and software which is subject to unusual electrical stress or interference.
 - 5 Engineering 'Protection Plan' support is limited to:
 - a) hardware breakdown,
 - b) a maximum repair value per year of £1000 + VAT,
 - c) peripherals less than 5 years old.
 - 6 Excluded is the provision of repair for accidental damage, software failure due to virus attack and specific peripheral items including digital cameras, joysticks and gaming accessories.
 - 7 Engineering 'Pay as Required' support is limited to hardware breakdown.
 - 8 Telephone and Engineering Support subscription is of 12 month duration and renewal is automatic unless cancellation notice is received in writing 30 days in advance. Failure to notify in writing within the given time will result in an invoice being issued and becoming due and payable under the terms of the contract. If previous payment method was by credit card, iCare reserve the right to use the same method of payment.
 - 9 Entitlement to "Support" is limited:
 - a) to the number of machines as set out on the invoice,
 - b) on the understanding that all machines on a single site are covered for telephone support unless otherwise agreed to in writing,
 - c) that the Subscriber will only telephone for support on their machine(s) and will not attempt to procure support for any 3rd parties machine(s).
 - d) to the number of months from the date of subscription as set out on the invoice,
 - e) in that Subscribers who pay by standing order shall have their payments up to date. If a payment is not received on the due date then iCare will refuse support until such time as the payment schedule is brought up to date.
 - 10 If iCare establishes that the Subscriber has more machines than is covered under the Subscription, iCare reserves the right to refuse support in total without refund.
 - 11 Should the Subscriber purchase or acquire further machines these machines must be declared. Failure to do so may result in the iCare refusing support without refund. On occasions iCare may require proof of purchase of entitlement to support before it provides support.
 - 12 iCare will provide telephone support on an unlimited number of calls basis. If, when a call from a Subscriber is received it is determined that subscription has elapsed, then iCare will decline to deal with the call unless a new subscription is purchased by the Subscriber.
 - 13 In providing resolution to Subscribers queries iCare will attempt to resolve a Subscriber's query when the Subscriber first calls. iCare does not warrant that it will be able to resolve Subscriber queries through support either during the first call or at any later time.
 - 14 If, when attempting to provide a resolution to Subscribers' queries iCare establish that the fault is mechanical, iCare will offer:
 - a) an iCare Protection Plan subscription,
 - b) the services of an iCare approved 3rd party engineering company.
 - 15 iCare does not warrant the quality of the service or of any parts provided.
 - 16 If, when attempting to provide a resolution to Subscribers' queries iCare establish that the Subscriber is using unlicensed software, iCare reserves the right to terminate the call immediately and may terminate the membership without refund.
 - 17 iCare shall accept calls from Subscribers between the hours as set out on the contract.
 - 18 iCare may accept cancellation at any time for any reason that is not due to a breach of the terms listed previously. Request for cancellation must be in writing and will be considered on the individual merits of the request. iCare will not accept cancellation if the user has chosen not to follow the advice and guidance given. No transfers to a 3rd party is acceptable. If iCare accepts cancellation iCare will refund pro rata the balance of the subscription to the end of the term less 33% administration cost.
 - 19 iCare will under no circumstances whether under contract or tort or otherwise be liable for any consequential losses a Subscriber might suffer or for any loss of hard disk data that is not backed up, business, profits, revenue or anticipated savings which arise from the provision of support or failure to provide support or from any support. Apart from injury or death or damage to property the extent of iCare's liability to a Subscriber shall not exceed the price paid by the Subscriber for support.
 - 20 iCare reserves the right to assign the provision of support to a 3rd party in such circumstances as required.
 - 21 English law shall be the relevant law governing these terms and conditions and the High Court of England shall be the exclusive forum where contractual disputes shall be resolved.
 - 22 If you wish to contact iCare for any reason concerning these terms and conditions please telephone iCare Admin on 0870 908 0890.
 - 23 In delivering support" iCare may, at its discretion and solely for the purposes of monitoring the quality of iCare's response, record part or all of the calls between Subscriber and iCare.
 - 24 All goods supplied remain the property of iCare UK Ltd., until paid for in full. Part payment and/or deposits received does not constitute the passing of title.
- CONTACT DETAILS:
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