

MacSupportplus

Terms & Conditions

- 1 These terms define the obligations of MacSupportplus, (MSP), with respect to MSP 'Support' provided to users of personal computers running either the Windows or Mac operating system (OS). 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 and associated daily usability issues which Subscribers experience with the Mac OS, Windows, WindowsPC/Apple Mac hardware.
 - b) Remote.
The Subscriber giving invitation to MSP's approved technician to take remote control of the Subscribers WindowsPC/AppleMac in order to provide guidance and assistance or to determine the cause of the Subscribers issue.
 - c) Engineering.
Ad-hoc engineering support provided via 3rd party engineering services at beneficial rates negotiated by MSP on the Subscribers behalf.
- 3 Limited telephone/remote support will be given to Subscribers for 3rd party hardware connected to and software installed on their WindowsPC/Apple Mac.
- 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 Mac hardware and software which is subject to unusual electrical stress or interference.
- 5 Engineering Support is determined by the Subscribers technician. If hardware repair is required, the technician will evaluate the fastest, most efficient and cost effective procedure available. The Subscriber takes all responsibility for ensuring that items shipped for repair are packaged correctly to prevent further damage.
- 6 Engineering 'Pay as Required' support is limited to hardware breakdown.
- 7 Telephone, Remote 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.
- 8 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 current 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 MSP will refuse support until such time as the payment schedule is brought up to date.
- 9 If MSP establishes that the Subscriber has more machines than is covered under the Subscription without prior agreement, MSP reserves the right to refuse support in total without refund.
- 10 Should the Subscriber purchase or acquire further machines these machines must be declared. Failure to do so may result in the MSP refusing support without refund. On occasions MSP may require proof of purchase of entitlement to support before it provides support.
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- 11 MSP 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 MSP will decline to deal with the call unless a new subscription is purchased by the Subscriber.
- 12 In providing resolution to Subscribers queries MSP will attempt to resolve a Subscriber's query when the Subscriber first calls. MSP does not warrant that it will be able to resolve Subscriber queries through support either during the first call or at any later time.
- 13 If, when attempting to provide a resolution to Subscribers' queries MSP establish that the fault is mechanical, MSP will offer the services of an MSP approved 3rd party engineering company at the beneficial rate negotiated.
- 14 MSP does not warrant the quality of the service or of any parts provided. MSP only acts in providing the introduction.
- 15 If, when attempting to provide a resolution to Subscribers' queries MSP establish that the Subscriber is using unlicensed software, MSP reserves the right to terminate the call immediately and may terminate the membership without refund.
- 16 MSP shall accept calls from Subscribers between the hours as set out on the contract.
- 17 MSP 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. MSP 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 without MSP's written permission. If MSP accepts cancellation MSP will refund pro rata the balance of the subscription to the end of the term less 35% administration cost.
- 18 MSP 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 MSP's liability to a Subscriber shall not exceed the price paid by the Subscriber for support.
- 19 MSP reserves the right to assign the provision of support to a 3rd party in such circumstances as required.
- 20 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.
- 21 If you wish to contact MSP for any reason concerning these terms and conditions please telephone MSP on 0844 567 6915.
- 22 In delivering 'Support', MSP may, at its discretion and solely for the purposes of monitoring the quality of MSP's response, record part or all of the calls between Subscriber and MSP.
- 23 In respect of any hardware or software purchased through MSP, all goods supplied remain the property of MSP Support, until paid for in full. Part payment and/or deposits received does not constitute the passing of title.
- 24 Where monies are outstanding for goods supplied, MSP may withdraw 'Support' services until such time as the customers account is brought to good order.