

The Mac Man Ltd - Terms & Conditions for our Webstore

1. About these Terms and Conditions

1.1 In these terms and conditions "we" and "us" mean The Mac Man Ltd, and "you" means you the customer. In these terms and conditions certain words spelt with initial capital letters are defined terms. For your ease of reference these defined terms are listed together at the end of the terms and conditions. These terms and conditions together with your Order Confirmation constitute the Contract between us and you for the supply of Products and Services. No other terms and conditions shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

2. Placing Your Order

2.1 To place an Order you must be 18 years of age or over and be accessible by a geographical landline telephone (not a mobile phone).

2.2 You may place an Order by:

2.2.1 filling in the order form on The Mac Man Website after logging into or creating your personal account and clicking on the appropriate submission button.

2.2.2 telephoning us on Freephone 08000 337 347 between 09:30 and 17:30 Mondays to Fridays.

We will not accept Orders placed in any way other than those listed above.

2.3 When you place your Order, we will issue you with an Order Reference. We will do this via the The Mac Man Website & email. Please note that such a Order Reference is supplied for reference purposes only and does not constitute our acceptance of your Order.

2.4 By placing an Order, you make an offer to us to purchase the Products you have selected on these terms and conditions. We may or may not accept your offer at our discretion.

2.5 If we accept your Order, we will notify you of our acceptance by issuing an Order Confirmation. We will send your Order Confirmation to you by e-mail provided you have indicated an e-mail address on your Order Form. The Order Confirmation will be effective on sending. If we cannot accept your Order we will attempt to contact you by email or telephone.

2.6 Whilst we will make every effort to supply you with the Products listed on the Order Confirmation, there may be occasions where we are unable to supply these Products because, for example, (i) such Products are no longer being manufactured or available or (ii) we are unable to source relevant components or (iii) if there was a pricing error on the The Mac Man Website. In such circumstances we will contact you to inform you and may suggest alternative Products that you might wish to purchase. If you do not accept our suggestions then we will cancel your Order in relation to those Products we cannot supply and repay you any money that you may have paid to us in respect of those Products. In the event

of a typographical error or technological error causing a mistake in price to be shown, The Mac Man Ltd reserves the right to correct the error and to charge you the correct price. Before it does so, The Mac Man Ltd will notify you of the mistake and will offer you the opportunity of a full refund. You will receive a notification with or prior to your delivery. Subject to clause 11.4 below, repayment of such monies will be the extent of our liability to you if we are unable to deliver to you the Products you have ordered.

2.7 Information contained in our advertising, brochures, other written materials, on our Websites or given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any products.

3. Supply of Your Products

Subject to these terms and conditions, we will supply to you the Products indicated on your Order Confirmation.

4. Prices

4.1 The price for the Products will be the price indicated on your Invoice.

4.2 VAT is payable by you at the applicable rate as indicated on your Invoice. No intra-community purchases can be made on The Mac Man Ltd Website

4.3 Delivery costs, where applicable, are payable by you as indicated on your Invoice.

5. Paying for Your Products

5.1 You may pay for your Products by the methods of payment as displayed on the The Mac Man Ltd Website.

5.2 You must pay in the currency as indicated on your Invoice.

5.3 If you are paying by credit card, then you must supply your credit card details when you place your Order. Your credit card will be charged when we issue your Invoice or on shipment of your Products. We will not commence the manufacture of your Products neither will we supply the Products to you nor perform the Services until your credit card issuer has authorised the use of your card for payment of the Products and/or Services ordered. If we do not receive such authorisation we shall let you know. We reserve the right to verify the identity of the credit card holder by requesting appropriate documentation.

5.4 If you are paying by cheque, bank/wire transfer or post giro a request for payment will be sent to you and your Products will be manufactured and supplied and Services provided after your payment is cleared. If we do not receive payment in cleared funds within 14 days after the date of your Order then your Order will be cancelled.

5.5 We will send request for payment, your Invoice, and Products to you at the billing address indicated on your Order Confirmation. We may, however, only send the documents by e-mail where you have indicated an e-mail address on your Order Form.

5.6 To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

6. Delivery of Your Products

6.1 Orders will not be accepted and products will not be delivered to any address outside the mainland United Kingdom, Northern Ireland or the Isle of Man. Orders and deliveries will not be possible for residents in the Channel Islands or the Isle of Wight.

6.2 Subject to clause 6.1 we will deliver your Products to the delivery address as shown on your Order Confirmation.

6.3 We will use our reasonable endeavours to manufacture your Products within 14 days of the date of issue of your Order Confirmation. Estimated Product build times which are given at the time of placing an Order are estimates only and do not equate to delivery times. Actual Product build times may take longer than 30 days from the confirmation of your Order, and if your Order involves build time, you agree that The Mac Man Ltd may take more than 30 days to complete your Order. If you have ordered several Products at one time, we may deliver such Products on different days. You may cancel your Order at any time prior to delivery of the Product ordered by calling us on 01273 806 939 and quoting your Order Reference. Delivery of the Services will take place after the delivery of the remaining Products in accordance with the specifications and procedures applying to those Services. Delivery times for Services will need to be agreed directly between you and The Mac Man Ltd and/or any service provider engaged by The Mac Man Ltd. Once a delivery time for Services has been agreed then you must adhere to this. If you miss the appointment or you do not have the necessary infrastructure despite acknowledging having this at the time the appointment was agreed, then there will be no further obligation on us to provide the Services purchased by you.

6.4 Title to and risk of loss in your Products will pass to you on delivery of the Products to the address stated in your Order Confirmation.

6.5 Upon delivery of the Products to our carrier we will send you a confirmation of shipment by e-mail provided you have indicated an e-mail address on the Order Form.

6.6 Certain items may ship by post and cannot be tracked once they have entered the postal system. All other shipments use carrier delivery for maximum security and tracking.

7. Your Rights to Withdraw from the Contract and to Return Faulty Products or Products which are not in Conformity

7.1 Right to withdraw from the contract. If you are not satisfied with any Product or the terms of any entitlement to Services you have purchased from us, you may return the Product to us or cancel the entitlement to Services and obtain a refund of the price of the returned Product or Service entitlement if you contact us within 14 Calendar Days of delivery of the Product or entering into the contract for the purchase of Services.

7.2 Exceptions to the right to withdraw from the contract.

You may not return a Product and claim a refund if the Product concerned is:

a) Software which we supplied to you sealed and unused and you have broken the seal.

7.3 Conditions to exercise the right to withdraw from the contract.

You can exercise your right to return the Product to us or cancel the entitlement to Services and obtain a refund of the price of the returned Product or Service entitlement provided:

(i) You inform us of your decision to cancel the contract within 14 Calendar Days of delivery of the Product or the date you purchased the Services; and

(ii) The Product(s) are returned in their original condition and the security seals on the Product(s) are intact; and

(iii) The Product(s) are returned in accordance with the procedure described in paragraph 7.4 below. Please note that while the Product(s) remain in your possession you are under a duty to ensure that the Product(s) are kept safe and secure.

7.4 Procedure to follow to claim a refund under your right to withdraw from the contract.

(i) Please telephone us on 01273 806 939 between 09:30 and 17.30 Monday to Friday to make arrangements for return. You will then be provided with an RMA (Return Material Authorisation) number.

(ii) You will then be responsible for the cost and arrangement of returning the good to us using an insured & trackable postal or courier service.

(iii) Before returning any Product(s) to The Mac Man Ltd please check that you have:

1. Received a RMA number from us (issued on request).
2. Enclosed all accessories, in box warranties and other material supplied unless informed otherwise.
3. Used if possible all packaging that was originally supplied. Unless damaged while being opened, the original Product packaging is most suitable for use for Product returns, and unless damaged while the Product was opened, this packaging should be used. The Mac Man Ltd reserves the right to reject a returned Product that was damaged because it was improperly packaged during the returns process.
4. Ensure the following returns address and the RMA number are clearly displayed:

FAO RO Dept
The Mac Man Ltd
46 Quebec Street
Brighton
East Sussex
BN2 9UZ
United Kingdom
RMA number (please insert number provided to you)

5. Seal the packaging securely.

(iv) Following these steps will help ensure the Product(s) arrive at the correct destination and in good condition within a timely fashion. Should you fail to follow this procedure and should the condition of the Product(s) received by The Mac Man Ltd show that you failed to discharge your obligations to take reasonable care of the Products, your refund will be reduced.

7.5 Faulty products or products which are not in conformity.

If a Product was supplied in error, is incomplete or faulty and you believe that you are entitled to a replacement or repair in accordance with paragraph 10 below, please telephone us on 01273 806 939 between 09:30 and 17.30 Monday to Friday.

8. Software

8.1 All Software is licensed to you on the terms and conditions of the applicable license agreements. These license agreements are shipped with the Software or are provided when the Software is downloaded in accordance with clause 8.3.

8.2 You shall be responsible for ensuring that any Software or Product bundle ordered by you is suitable for your requirements and is compatible with your existing systems and practices. We regret that we are unable, under any circumstances to refund monies for an opened software package unless it is faulty.

8.3 You may also purchase any downloadable Software displayed on the The Mac Man Website. You may only pay for such Software by credit card. Once we have received payment authorisation from your credit card issuer, you will receive instructions to begin downloading your Software. If, during download, the transmission is interrupted in any way, you should begin the downloading process again. Should you be unable to complete the download, you may within 14 Calendar Days of receiving the download instructions request a refund in writing. Refund requests should be sent by post to us at the address shown in the contact details in paragraph 12. A refund of the purchase price shall be the extent of our liability for the unsuccessful downloading of Software.

9. Limited Warranty

9.1 The Mac Man Ltd offer no Limited warranty on any products sold via The Mac Man Ltd Website apart from refurbished machines. Please see our Refurbished term and conditions for more information. They can be accessed by visiting this URL <http://www.themac-man.co.uk/75792e62665565304b4d772d/0/0/0/legal/>

9.2 Third-party Products For non Mac Man branded Products (including non Mac Man branded products contained in product bundles or promotions), all warranty claims, where relevant, are to be made in accordance with the terms and conditions of any standard manufacturer's warranty which may be included with the Products purchased. In relation to any existing manufacturer's warranty, any warranty claims should first be made either directly to the manufacturer or to us by phone.

9.3 IF YOU ARE A CONSUMER, THE WARRANTIES REFERRED TO ABOVE ARE IN ADDITION TO AND DO NOT AFFECT YOUR STATUTORY RIGHTS.

10. Our Liability

10.1 These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products (and performance of telephone support and warranty services) and the performance of any Services.

10.2 Save as set out at paragraph 11.3 below, there are no warranties, conditions or other terms that are binding on us regarding the supply of Products or the provision of Services except as expressly stated in the Contract.

10.3 If you are not a consumer user: Any warranty, condition or other term arising out of or in connection with the supply of Products and/or the provision of Services which might otherwise be implied into or incorporated in the Contract by statute, common law, laws applicable in the country where you purchased the Products or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes. If you are a consumer user: Depending on the country in which you reside, there are certain implied warranties and conditions primarily relating to the quality of the Product which The Mac Man Ltd is required to make, and The Mac Man Ltd makes these implied warranties and conditions to the extent The Mac Man Ltd is required to do so. You should contact your local citizen's advice bureau for more information about these requirements. If these implied warranties and conditions are not required to be made by The Mac Man Ltd, The Mac Man Ltd does not make them. In particular, The Mac Man Ltd will not be responsible for ensuring that the Products are suitable for your purposes unless you have made your purpose for the Product known to The Mac Man Ltd.

10.4 In cases where consumers claim financial compensation under statute, The Mac Man Ltd will seek to limit compensation to direct damages. If you are not entitled to financial compensation as a consumer under a statutory right, the provisions of clauses 11.5 and 11.6 shall apply. Nothing in the Contract shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable compulsory national laws as to title or (iv) any liability which cannot be excluded by law.

10.5 Subject to clause 11.4 we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

10.6 Subject to clause 11.4 our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) and/or Services in question.

10.7 If you are a consumer, you may have statutory rights which may be in addition to the rights set out in these Terms, and information about these statutory rights may be obtained from citizens advice organisations. No provisions of clause 11 affect your statutory rights as a consumer. In addition, this clause does not affect your right to return the Products as per clause 7.

11. Contacting The Mac Man Ltd

You can contact us:

- by email at info@themac-man.co.uk
- by various methods via our Website www.themac-man.co.uk
- by telephone on Freephone 08000 337 347 between 09:00 and 17:00 Mondays to Fridays;
- by post at The Mac Man Ltd Ltd, 46 Quebec Street, Brighton, East Sussex, BN2 9UZ, United Kingdom

When contacting us you must quote your Order Reference.

12. Export Control

Upon entering into a contract, you agree to comply with all Export Laws. You agree (i) not to export any Product to any country in contravention of any Export Law, and (ii) not to export any Product to any country for which an export license or other governmental approval is required, without first obtaining all necessary licenses or other approvals. You warrant that you are not located in, under the control of, or a national or resident of any country to which export of the Products is prohibited by any Export Law.

13. Data Protection

By placing your Order, you agree and understand that we may store, process and use data collected from your Order Form or telephone Order for the purposes of processing your Order. Please note that we may also share such data globally within The Mac Man Ltd group of companies. All Mac Man companies will protect your information in accordance with the The Mac Man Ltd Customer Privacy Policy available at the URL <http://www.themac-man.co.uk/75792e62665565304b4d772d/0/0/0/legal> We work with other companies that help us provide products and services to you. For example we may provide your information to these companies for the shipment of Products to you or to ensure that you benefit from special purchase discounts or terms. In addition, where you have requested finance in order to pay for the Products ordered, some of the information you provide to us will be passed to companies providing finance for your purchase. For more detailed information on how we protect your information please refer to our customer Privacy Policy available at the URL <http://www.themac-man.co.uk/75792e62665565304b4d772d/0/0/0/legal/> if you wish to have access to the information that we hold concerning you, if you want to make any changes, or if you do not want to receive information from us or these third party companies, please telephone us on 01273 806 939

14. Circumstances beyond our reasonable control

We will make every effort to perform our obligations under the Contract. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

15. Disagreements Governing Law and Jurisdiction

We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England or Wales and the laws of England and Wales will apply. If you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

16. General

16.1 Neither our failure or your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

16.2 The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

17. Defined Terms

17.1 In these terms and conditions:

"Accessory" means any ancillary Product such as a mouse or laptop bag;

"Apple Authorised Service Provider" means a service provider authorised by Apple Inc to provide services;

"The Mac Man Ltd/The Mac Man Website" means our Website for customers in the mainland United Kingdom, Northern Ireland and the Isle of Man the web address of which is www.themac-man.co.uk

"Contract" means these terms and conditions together with your Order Confirmation;

"Consumer" means a customer who purchases Products otherwise than in the course of a business;

"Export Laws" means all laws, regulations and orders of the United States, the European Union and the United Kingdom applicable to the export, re-export, transfer or resale of Products;

"Hardware" means any computer branded Product which is not Software, Services or an Accessory;

"Invoice" means the invoice issued by us to you for the price of the Products;

"Order" means an order placed by you in accordance with these terms and conditions;

"Order Reference " means the order number/reference we issue to you by us on placing an order;

"Order Confirmation" means the order confirmation issued by us to you indicating acceptance of your Order;

"Order Form" means the electronic order form on the The Mac Man Ltd Website;

"Product" means any product listed on The Mac Man Ltd Website which we agree to supply to you on these terms and conditions and may include Services;

"Services" means any chargeable or other services (excluding guarantee and telephone support

services) listed on The Mac Man Ltd Website which we agree to supply to you on these terms and conditions;

"Software" means any Product which is software including without limitation operating systems, bundled software, stand alone software and downloadable software;

"Territory" means the countries of Austria, Belgium, Denmark, Finland, France (mainland only), Germany, Ireland, Italy, Luxembourg, Monaco, Netherlands, Norway, Spain (mainland only) Sweden, Switzerland and United Kingdom

"Webstore" means our online shop/store situated at www.themac-man.co.uk

"Working Day" means any day other than a Saturday, a Sunday or a public holiday in the United Kingdom.

The Mac Man Ltd is a company in the United Kingdom with its registered office at St Stephen House, 80 Dominion Road Worthing, West Sussex, BN14 8JT United Kingdom with company registered number 7102340.

Date last modified - 29 March 2011