

# Terms & Conditions

## Definitions

**"You, the Customer"** a person or company buying products from us for private use or business use.

**"Acura Business Solutions"** the vendor as identified on your invoice and your chosen service provider

**"Order Confirmation"** formal acknowledgement of product ordered by you as per your invoice/sales order

**"Price"** as stated in Order confirmation or invoice/sales invoice

**"Service Contract"** relates to Acura Business Solutions providing services relating to specific contract type

**"Software"** computer operating systems or applications

**"Service"** means general service and support carried out by Acura Business Solutions in accordance with the service contract

## Application

This Agreement applies to this sale, service and all statements made by Acura Business Solutions in adverts, quotations or verbally. Any variations to this Agreement must be confirmed by Acura Business Solutions in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement.

## Quotations/Orders/Service Contracts

Quotations are valid for a period of 30 days unless otherwise stated. Orders may be received by writing, telephone, fax or in person but are only binding when accepted by Acura Business Solutions in a written Order Confirmation/ Invoice/Receipt. Please check the Order Confirmation/Invoice/Receipt and notify Acura Business Solutions immediately of any errors or mistakes.

## **Price & payment terms**

Products and service prices, shipment, tax and installation are as shown on your invoice. Payment for service contracts will be paid in full in advance unless by Standing Order where monthly payments will be requested in advance. All payments for products and services not related to service contracts will be settled in full on completion of the work unless prior agreement has been made between the customer and Acura Business Solutions. Cash, cheque, bank transfer payments will be accepted. Payment terms relating to businesses are 30 days unless otherwise stated.

## **Delivery**

Any quoted delivery period is approximate. Acura Business Solutions will always try to ensure accurate timescales, but due to suppliers' delivery/timescales these may not always be possible.

## **Acceptance**

When you receive a product that has been ordered, please inspect it for any defects. You have 7 days to return this product. The product should be in the original condition and in the correct packaging. If the product is not returned in the correct packaging the product cannot be returned and the customer will bear the cost. Please keep your original invoice as proof of purchase.

## **Warranty**

Any new hardware components Acura Business Solutions are asked to provide (cards, drives, memory etc.) will carry a 12 month manufacturer's hardware warranty unless otherwise stated. All labour carries a 14 day warranty, though we always aim for a first-time fix. This stipulation is there for your protection, and is our promise to you to re-visit if the same problem reoccurs. This however excludes:

- Infection from malicious code, such as spyware, malware, viruses etc.
- User error
- Problems beyond Acura Business Solutions control, such as power cuts or telecommunications providers
- Misuse or physical damage

## **Service contract**

If you have an Acura Business Solutions Service Contract the cover provides you with the labour involved in determining and fixing a fault, whether this is hardware, software or user fault. Should the fault be hardware we will fix this and charge you for the part(s) replaced. Where possible, we will attempt to replace parts with identical units but reserve the right to use "compatible" parts where identical parts are unavailable. We will not service any equipment that is still under any non-Acura Business Solutions warranty unless given authority to do so by you, the customer. Any valid warranty claim, or any costs relating to, is the sole responsibility of the customer, not Acura Business Solutions.

## **Services**

Will be provided by Acura Business Solutions staff either onsite or in the Service Centre. Response times are estimates and we will endeavour to meet appointment times but may vary due to unforeseen circumstances. A telephone call will be made to inform a customer of any delay. Labour charges may differ on public holidays, weekends or out of core hours, but this will always be explained prior to the visit.

## **Liability**

The customer must have adequate backups prior to work commencing. Although the Acura Business Solutions engineer will perform backups on your behalf, if requested, Acura Business Solutions or any of its representatives are not responsible for any consequential loss or damage to your data. Any problems out of Acura Business Solutions control from external sources, such as the customer's telecommunications provider or Internet Service Provider, Acura Business Solutions will not be held responsible for. Any visits made relating to such faults will be made at the customer's cost. It is the customer's responsibility to have adequate system protections (anti-virus, firewall, and spyware, malware, malicious code detection/prevention ) installed and configured to provide regular updates. Consumables are not covered under any service contract agreement. It is the customer's responsibility to ensure each consumable item (such as ink cartridge, toner, paper etc.) is installed correctly and at a level in accordance with the manufacturer's instructions. If we attend a call and it results that the failure is due to a consumable item, a charge will be made at our hourly rate.

## **Software**

The customer will ensure that they have software for their computer with relevant legal licensing. Business customers must also ensure they have the relevant legal Client Access Licences where necessary

## **Termination**

Acura Business Solutions may terminate its services with immediate effect if you fail to pay on time.

## Monthly Unlimited

The customer may cancel the Monthly Unlimited service agreement at any time, providing Acura Business Solutions with 1 months notice and due payment.

Once opted out a period of six months must elapse before re-joining the monthly scheme. Work can be carried out on an hourly rate

## **Your obligations as a customer**

You are responsible for agreeing to a product or service. You must supply Acura Business Solutions with reasonable courtesy, information and cooperation so that Acura Business Solutions may perform its duties. You are responsible for having backups of all information from your computer or laptop.

## **Data protection**

Your data will be held and/or transferred in strict accordance with the data protection laws. You may instruct Acura Business Solutions not to use your personal information for direct marketing purposes.

## **Consumer rights**

You may cancel your purchase at any time within 5 working days of receipt and receive a refund of the price paid. You must inform Acura Business Solutions in writing and return the products immediately, in the same condition you received them and at your own cost and risk. This does not apply to parts that have been installed and used. This also does not apply to any business user.

## **Professional advice**

Information provided on pages held at this site and in any documents downloaded from this site is provided for general information only. It is subject to change without notice. Acura Business Solutions is not responsible for any inaccuracies and makes no representation and gives no warranty as to its accuracy. Since the information was not prepared for you personally, it is not intended to form recommendations or advice. It is your sole responsibility to satisfy yourself that the information is suitable for your purposes.

Nothing on this website is intended to be nor should be construed as an offer to enter into a contractual relationship.

## **Trademarks**

Your use of this site and any materials downloaded, viewed, copied or printed does not authorise you to use any names or trademarks of Acura Business Solutions, its trading partners or associates nor any links without consent.

## **Links to other sites**

Acura Business Solutions cannot be held liable for any material or representations contained in other websites, nor does Acura Business Solutions endorse or make representations in respect to such websites. All links are used at your own risk. In invoking links to other sites, you agree to accept these conditions of use.

## **Virus infection**

Acura Business Solutions takes all-reasonable precautions to prevent virus infection of files contained on this site but cannot guarantee such prevention therefore we accept no liability for viruses. It is recommended that you take all appropriate measures and precautions to ensure appropriate safeguards are in place before downloading information.

In using this site you also agree to take all appropriate measures and precautions to prevent the introduction of viruses by you to files held at this website.

**Exclusion and limitation of liability**

Except in the case of death or personal injury due to the negligence of Acura Business Solutions, Acura Business Solutions shall be under no liability to you whatsoever whether in contract, tort or otherwise for any direct, indirect or consequential loss or damages whatsoever including, without limitation, loss of contracts, profits, anticipated savings, revenue, business, data, stoppage to other work or direct howsoever arising, due to your use of or in connection with this website.

The material and information provided on this web site are provided without any warranties and implied terms and conditions are excluded.

**Law**

English Law governs these terms and conditions and you agree to submit to the exclusive jurisdiction of the English courts.