

MacMan – Terms & Conditions of Supply

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are products (including laptops or devices) or services (including repairs or MacManHome or MacManBusiness) or digital content.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Many of these terms are universal but where there are specific provisions applicable to consumers or businesses they are highlighted where they occur. In accepting these terms you confirm that you are over 18 and able to enter into this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are The Mac Man Limited a company registered in England and Wales. Our company registration number is 07102340 and our registered office is at 46 Quebec Street, Brighton, East Sussex, BN2 9UZ. This is also our main trading address. Our registered VAT number is GB 981 9988 36.

2.2 How to contact us. You can contact us by telephoning our customer service team at 08000 337 347 or by writing to us at info@macman.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. SALES CONTRACTS

3.1 How we will accept your online order. Our acceptance of your order will take place when we email you a specific confirmation of your order, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your online order. If we are unable to accept your order, we will inform you of this, usually by email, and will not charge you for the products or services. This might be because the individual product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the products or services or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order reference to your order and tell you what it is when we confirm acceptance of your order. It will help us if you can tell us the order reference whenever you contact us about your order.

3.4 How we will accept your in-store order. Our acceptance of your order will take place when we tell you that we are able to provide you with the products or services, and which product or service you then pay us for in full, or which acceptance we agree to confirm in writing to you, at which point a contract will come into existence between you and us.

3.5 We only sell to the UK. We only sell to the UK. Our shops, brochures and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from to addresses outside the UK.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of individual products (and any packaging) on our website are for illustrative purposes only. Your individual product or may vary slightly from those images.

4.2 Making sure your specifications are accurate. If we are making products or services to your specification you are responsible for ensuring that these specifications are correct. There are restrictions in these terms as to our ability and right to offer you a refund or repair for products or services made to your specification.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the products or services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5.2 If you have bought the products or services online and we cannot make the change or the consequences of making the change are unacceptable to you, you may have a right to end the contract (see [Clause 8.](#) – Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products or services. We may change the products or services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat or use comparable parts. These changes will not affect your use of the Goods.

6.2 More significant changes to the products or services and these terms. In addition, if we have to make significant changes to these terms or the product or services, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products or services paid for but not received:

6.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website or as told to you or displayed in-store.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. If you are a business, time shall not be of the essence for any product or service delivery:

(a) If you have purchased products are goods. We will deliver products to you as soon as reasonably possible and in any event we will contact you with an estimated delivery date or to agree a delivery date, which will normally be within 4 weeks after the day on which we accept your order.

(b) If you have purchased one-off services. We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

(c) If you have made a one-off purchase of digital content. We will make the digital content available for download by you as soon as we are able once we accept your order.

(d) If you have purchased ongoing services (for example, MacManHome or MacManBusiness) or a subscription or digital content. We will supply the services or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in [Clause 8](#), or we end the contract by written notice to you as described in [Clause 10](#).

7.3 We are not responsible for delays outside our control. If our supply of the products or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 Collection by you. If you have asked to collect products from one of our stores, you can collect them at any time during our opening hours – see our contacts page for more details [INSERT LINK].

7.5 If you are not at the delivery address when the product is delivered. If no one is available to take delivery and the products cannot be posted through a letterbox, our delivery provider will leave you a note informing you of how to rearrange delivery. You must inform us if a delivery has not been made within 5 days of shipping confirmation and you must inform us immediately if products are received damaged on delivery.

7.6 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot or a store we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and [Clause 10.2](#) will apply.

7.7 If you do not allow us access to provide services. If you do not allow us access to your premises (home or business location) to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and [Clause 10.2](#) will apply.

7.8 When you become responsible for the products. It will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

7.9 When you own products. You own a product once we have received payment in full.

7.10 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products or services to you, for example, if we are building products or providing services to your specification. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and [Clause 10.2](#) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.11 Reasons we may suspend the supply of products or services to you. We may have to suspend the supply of a product or service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product or service as requested by you or notified by us to you (see [Clause 6](#)).

7.12 Your rights if we suspend the supply of products or services. We will contact you in advance to tell you we will be suspending supply of the product or service, unless the problem is urgent or an emergency. If we have to suspend the product or service for longer than set out in a relevant Service Support Agreement we will adjust the price so that you do not pay for products or services while they are suspended. You may contact us to end the contract for a product or service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 28 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.13 We may also suspend supply of the products or services if you do not pay. If you do not pay us for the products or services when you are supposed to (see [Clause 12.4](#)) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products or services. We will not suspend the products or services where you dispute the unpaid invoice (see [Clause 12.6](#)). We will not charge you for the products or services during the period for which they are suspended. As well as suspending the products or services we can also charge you interest on your overdue payments (see [Clause 12.5](#)).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see [Clause 12](#), if you are a consumer and [Clause 13](#), if you are a business;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see [Clause 8.2](#);

(c) If you are a consumer and have just changed your mind about a product, see [Clause 8.3](#). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;

(d) If you bought a product or service in store, you may contact us to end your contract for a products or services at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so or you may not be entitled to a refund or a full refund (for example, if we have built a product to your specification). Of course, you always have rights where a product is faulty or misdescribed (see [Clause 8.1\(a\)](#) above).

(e) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see [Clause 8.7](#).

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 6.2](#));

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products or services may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days; or

(e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer, for most products or services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 Our goodwill guarantee for consumers. Please note, these terms reflect the goodwill guarantee offered by MacMan to its UK consumer customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products):

Products	MacMan ‘No Quibble’ 6 Month Guarantee – if there is a fault with a product we will repair, or replace it, within 6 months of purchase.
Repairs	MacMan ‘No Quibble’ 90-Day Guarantee on our workmanship.

8.5 When consumers do not have the right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

(a) products made to your specification; specific request for an on-site visit from MacMan for carrying out

urgent repairs or maintenance, or for repairs already begun;

(b) digital products after you have started to download or stream these;

(c) services, once these have been completed, even if the cancellation period is still running;

(d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

(e) sealed computer software, once these products are unsealed after you receive them; and

(f) any products which become mixed inseparably with other items after their delivery.

8.6 How long do consumers have to change their minds? If you are a consumer, how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) Have you bought services (for example, MacMan Home)? If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have begun to deliver the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) Have you bought digital content for download or streaming (for example, software, music or games)? If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind. Likewise, we cannot refund any software, for which the packaging has been opened.

(c) Have you bought goods (for example, computer or laptops)? If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

8.7 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change your mind (see [Clause 8.1](#)), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, contact us to let us know.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on 08000 337 347 or email us at info@macman.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) Online. Complete the [form](#) on our website.

(c) By post. Print off the [form](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at 46 Quebec Street, Brighton, East Sussex, BN2 9UZ or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 08000 337 347 or email us at info@macman.co.uk for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 Returning products after ending the contract if you bought them in store. If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9.4 When we will pay the costs of return. We will pay the costs of return:

(a) if the products are faulty or misdescribed; or

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

9.5 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.6 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.7 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. See our [Returns form](#) for information about what handling is acceptable and examples. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where we are supplying a service, we may deduct from any refund an amount for the supply of the

service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.8 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) If you have purchased products and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

(b) In all other cases, your refund will be made within 14 days of you telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the product or services, for example, the delivery address, the type of equipment to be used, any bespoke specification;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

(d) you do not, within a reasonable time, allow us access to your premises to supply the services;

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in [Clause 10.1](#) we will refund any money you have paid in advance for products or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product or service. We may write to you to let you know that we are going to stop providing the Goods. We will try to let you know at least 28 days in advance of our stopping the supply of the Goods and will refund any sums you have paid in advance for Goods which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT OR SERVICE

11.1 How to tell us about problems. If you have any questions or complaints about the product or services, please contact us. You can telephone our customer service team at 08000 337 347 or write to us at info@macman.co.uk. Alternatively, please speak to one of our staff in-store.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 Summary of your legal rights. If you are a consumer, we are under a legal duty to supply products and services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to purchases. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If you purchase a product, for example, a laptop or device, the Consumer Rights Act 2015 says it must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your products are faulty, then you can get an immediate refund.

up to six months: if your product can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

See also [Clause 8.3](#).

If you purchase **digital content**, for example, a subscription to a streaming service or download software, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

if your digital content is faulty, you're entitled to a repair or a replacement.

if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back

if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also [Clause 8.3](#).

If you purchase **services**, for example, our MacMan Home support or a device repair, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 08000 337 347 or email us at info@macman.co.uk for a return label or to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you are a business customer we warrant that on delivery, and for a period of 6 months from the date of delivery (warranty period), any products which are goods shall:

- (a) Conform with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to Clause 13.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) if we ask you to do so, you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in Clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with Clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions, or
- (f) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

13.4 Except as provided in this Clause 13., we shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 13.1.

13.5 These terms shall apply to any repaired or replacement products supplied by us under Clause 13.2.

13.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

14. PRICE AND PAYMENT

14.1 Where to find the price for the product or service. The price of the product or service (which will usually include VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product or service advised to you is correct. However please see [Clause 12.3](#) for what happens if we discover an error in the price of the product or service you order.

14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product or service, we will adjust the rate of VAT that you pay, unless you have already paid for the product or service in full before the change in the rate of VAT takes effect.

14.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the products or services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

14.4 When you must pay and how you must pay. We accept payment with debit or credit card. When you must pay depends on what product you are buying:

(a) You must pay for **products** before we dispatch them. We may however seek payment for bespoke or customised products at the time of order or ahead of dispatch.

(b) For **digital content**, you must pay for the products before you download them.

(c) For **services**, we may require you to pay in full in advance or we may invoice you in advance for the services until the services are completed. You must pay any invoice supplied in relation to services within 14 calendar days after the date of the invoice.

(d) If you request us to install products or perform services at your premises or location you will be asked to confirm that we have completed the installation or performed the services to an acceptable standard. Once such confirmation has been received by MacMan you shall be liable to pay the relevant fee or charge due for the installation or service.

14.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.6 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at Clause 12.1; and for defective products under the Consumer Protection Act 1987.

15.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services,

We shall not however be liable for unavoidable damage as a result of product or service installation, the scope and extent of which we have agreed with you in advance and which installation has been undertaken at your request, or which is damage is incidental or otherwise obvious to occur as a result of the performance of the service requested.

15.4 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

15.5 We are not liable for business losses. If you are a consumer we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Except to the extent expressly stated in Clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.2 Subject to Clause 16.1 we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software; or
- (c) loss of business opportunity or business interruption;
- (d) loss of anticipated savings;
- (e) loss of goodwill or reputation;
- (f) loss or damage as a result of product or service installation; or
- (g) any indirect or consequential loss.

16.3 Subject to [Clause 16.2](#), our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Goods paid (or for any service offerings, the fees paid in the previous 12 months).

16.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products or services to you;
- (b) to process your payment for the products or services; and
- (c) if you agreed to this during the order process, to give you information about similar products or services that we provide, but you may stop receiving this at any time by contacting us.

17.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products or services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

17.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

18. OTHER IMPORTANT TERMS

18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

18.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at [Clause 8.4](#) to a person who has acquired the product or, where the Goods is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

18.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms,

except as explained in [Clause 18.2](#) in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

18.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

18.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

**THE SCHEDULE
MODEL CANCELLATION FORM**

(Complete and return this form only if you wish to withdraw from the contract)

To The Mac Man Limited
46 Quebec Street, Brighton, East Sussex, BN2 9UZ.

Customer Services 08000 337 347
Email info@macman.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate