



care

Terms and Conditions



ACADEMIA CARE & CARE+ TERMS & CONDITIONS

These terms apply to the provision by Us to You of **CARE** or **CARE+**.
CARE is Our "out of the box" product. **CARE+** is Our "bespoke" product.

Terms applying to **CARE** are described in Part 1.

Terms applying to **CARE+** are described in Part 2.

Certain terms are defined in Part 3.

To contact Us, You may access our website, call our telephone helpline or send us an email

Website: <http://www.wecare.uk.com>

Telephone: 0208 400 9444

Email: support@wecare.uk.com





CARE

1 GENERAL

These terms apply to the provision of Hardware Service and Technical Support by Us to You.

2 WHEN COVERAGE BEGINS & ENDS

2.1 Your Coverage starts when you purchase the Plan and the Plan has been registered with Us. If you need help registering Your Plan, please contact your retailer or Us.

2.2 Your Coverage ends when the Coverage Period ends, which will depend on what the Covered Equipment is and how long you have decided Your Plan should be.

3 WHAT IS COVERED

3.1 If You submit a valid Claim, We will (i) repairs defects at no charge using new or refurbished parts (which may not be produced by the original manufacturer) or (ii) exchange the Original Product with a Replacement Product. If we choose (ii), the Original Product will become Our property and the Replacement Product becomes Your property for the rest of the Plan.

3.2 We will provide You with Technical Support which may be by telephone, e-mail or web-based technical resources. We will only provide Technical Support for the latest release of any version of software.

4 WHAT IS NOT COVERED

Hardware service does not include:-

4.1 Installation, removal or disposal of Covered Equipment or Covered Equipment that is being serviced;

4.2 Damage caused by non-Covered Equipment, accident, misuse, fire or other external cause, operating the Covered Equipment otherwise than in accordance with manufacturer's recommendations and/or servicing by unauthorised persons;

4.3 Covered Equipment where the serial number is damaged or defaced;

4.4 Cosmetic damage (including dents, scratched glass etc);

4.5 Preventative or similar maintenance;

4.6 Defects caused by wear and tear or use over time;

4.7 Battery inoperability after more than 300 cycles;

4.8 Defects or damage caused during the return of Covered Equipment to Us;

4.9 Defects which pre-exist the purchase of the Plan;

4.10 Defects which are apparent within 14 days of purchase (when You should seek redress from the retailer from whom You purchased the Covered Equipment);

4.11 Damage and/or defects in Covered Equipment that is beyond economical repair; and

4.12 Any Excepted Service.

Technical support does not include:-

4.13 Use of server based applications;

4.14 Issues remediable by software upgrades;

4.15 Third party products causing software problems to Covered Equipment;

4.16 Damage to or loss of data and/or software.

5 HOW TO OBTAIN SERVICE OR SUPPORT

5.1 You may access our website, call our telephone helpline or send us an e-mail

Website <http://www.wecare.uk.com>

Telephone 0208 400 9444

Email support@wecare.uk.com

5.2 Please have a copy of Your Plan and as much



information about your problem (including the serial number of the Covered Equipment) to hand before You make contact with Us to submit a Claim.

5.3 Once We have accepted Your Claim, We will use all reasonable endeavours to begin to supply Hardware Service or Technical Support within 4 working hours to 8 working hours.

5.4 We will then use reasonable skill and care to seek to complete the provision of Hardware Service or Technical Support as soon as reasonably practicable thereafter.

5.5 We will use reasonable endeavours to keep You informed of Our progress.

6 HARDWARE SERVICE OPTIONS

We offer service options as follows:-

6.1 You can bring the Covered Equipment to us at 2-4 Whitfield St., London, W1T 2RD

6.2 You can mail or courier the Covered Equipment to Us at 2-4 Whitfield St, London, W1T 2RD or We will arrange a courier to collect from You.

6.3 You can ask Us to courier replacement parts to You so that you can carry out repairs Yourself but we may require You to return the defective parts to Us as a pre-condition to sending Your replacement parts. We will only do this if the parts are "user serviceable parts" in the opinion of the manufacturer of the Original Product.

6.4 Where appropriate, We may seek to provide service through a remote support application, but this may depend on the nature of the problem, Your internet connectivity and suitable ports on the Covered Equipment.

7 YOUR RESPONSIBILITIES

To obtain service or support, You must

7.1 Provide Us with details of Your Plan;

7.2 Provide Us with information about the nature of
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your problem;

7.3 Respond to requests for information;

7.4 Follow instructions that We give You;

7.5 Upgrade software to the latest version if We instruct you to do so (on the basis of Our reasonable belief that such upgrade will cure your problem);

7.6 Back up software and data;

7.7 Return the Covered Equipment to Us in original or equivalent packaging with any returns authorisation number that we give to You;

7.8 Have adequate internet connection and available ports to allow remote support application and

7.9 Use and maintain the Covered Equipment in accordance with manufacturer's instructions.

To obtain service or support, You must NOT

7.10 Abuse our staff either physically or verbally.

8 LIMITATION OF LIABILITY

8.1 We are not responsible for ensuring that the Plan is suitable for your required purpose (whether or not You have told Us about that purpose).

8.2 Our liability to you will not exceed the original price paid by You for the Plan. We are not liable for loss of profits, loss of goodwill, loss of anticipated savings or any indirect or consequential loss.

8.3 We do not warrant that we will be able to repair or replace Covered Equipment without damage or risk to data and/or software and/or that the use or operation by you of the Covered Equipment will be continuous or error free.

8.4 These limitations are agreed between the parties as being reasonable but shall not apply in respect of (i) fraud, (ii) death or personal injury arising from Our negligence and/or (iii) to the extent otherwise statutorily limited or barred.



8.5 Your statutory rights as a consumer (if that is the case) are not affected.

9 CANCELLATION

9.1 You may cancel the Plan whenever You wish but, you will not receive any refund of any monies paid by You.

10 NO TRANSFER OF PLAN

10.1 You may not transfer the benefit of the Plan to the purchaser of the Covered Equipment, unless you have Our prior written approval.

11 GENERAL

11.1 We may assign and/or sub-contract Our obligations to any third party.

11.2 We are not responsible for any failures or delays caused by factors beyond Our control (including non-availability or delays in obtaining spare parts).

11.3 We are not responsible for any failures or delays caused by Your failure carry out preventative maintenance.

11.4 We are not obliged to provide Hardware Service or Technical Support if it would be illegal for Us to do so (e.g. by virtue of Your country of residence).

11.5 We may record calls from or to You for quality control or other reasons.

11.6 You agree that no information supplied by You is confidential or proprietary and consent to our processing all personal data supplied by You under the Data Protection Act 1998.

11.7 You agree that, in providing Our services, We may use security or similar measures. Those measures may interfere with your data and/or software and or your use of the Covered Equipment.

11.8 We will respect the privacy of personal data supplied by you and only process it fairly under the Data Protection Act 1998.

11.9 These terms supersede any other terms proposed by You and reflect Your and Our entire agreement about its subject matter.

11.10 You can only purchase the Plan whilst Covered Equipment is under its manufacturer's warranty.

11.11 No informal dispute resolution applies to these terms.

11.12 If any part/parts of these terms are invalid, that will not affect the validity of the remainder of these terms.

11.13 These terms are governed by English law. Any dispute in relation to these terms shall be heard before the courts of England & Wales,



CARE+ TERMS

1 CARE TERMS APPLY

- 1.1 Unless otherwise expressly or impliedly indicated, CARE+ is provided on the same terms as CARE.
- 1.2 You and We will agree the nature of the Services (including Service Levels), the Commencement Date, the Covered Equipment, the Maintenance Charge, the Payment Intervals, Initial Term and other terms prior to the Commencement Date.

2 SERVICES

- 2.1 We will exercise reasonable skill and care in carrying out the Services.
- 2.2 We will use reasonable endeavours to respond to a request for Services within the timescale agreed between You and Us. We will loan You equipment of equivalent functionality to the Covered Equipment for the period that We have the Covered Equipment for repair or replacement.

2.4 The Services do not include the following Excepted Services:

- 2.4.1 electrical work external to the Covered Equipment; or
- 2.4.2 maintenance of non-Covered Equipment; or
- 2.4.3 the recovery or reconstruction of any data or programs; or
- 2.4.4 repair or renewal of consumable items; or
- 2.4.5 user maintenance, including preventative maintenance; or
- 2.4.6 repair of damage arising from any of the following:
- 2.4.6.1 accident, transportation or relocation of the Covered Equipment;
- 2.4.6.2 failure or fluctuation of power or environmental conditions;

- 2.4.6.3 changes alterations or additions to the Covered Equipment;
- 2.4.6.4 operator error or omission;
- 2.4.6.5 Force Majeure; or
- 2.4.7 faults caused by operating the Covered Equipment outside the published specification supplied by the manufacturer of the Covered Equipment; or
- 2.4.8 damage caused to the Covered Equipment by malice or neglect; or
- 2.4.9 Covered Equipment which is uneconomic to repair;
- 2.4.10 printer head or cathode ray tube replacements;
- 2.4.11 faults caused by power cuts or surges.

3 COMMENCEMENT AND DURATION

- 3.1 The Plan shall begin on the Commencement Date and shall continue unless and until terminated:
- 3.1.1 by either party giving to the other not less than three months written notice of termination to expire not earlier than the expiry of the Initial Term; or
- 3.1.2 in accordance with clause 10.

4 PRE-CONDITIONS

- 4.1 Before the Plan commences, We may inspect the Covered Equipment to ensure it is in a serviceable condition, properly configured and set up.
- 4.2 If We make recommendations for changes in the configuration and/or set up of the Covered Equipment, Our obligations are conditional upon such changes being carried out to Our reasonable satisfaction.
- 4.3 If You ask Us to carry out the work under Condition



4.2, You will pay Our published scale of charges.

5. CHARGES

5.1 Maintenance Charge is payable in advance at the Payment Intervals. We may increase the Maintenance Charge on each anniversary of the Commencement Date, but We will give You not less than 90 days prior written notice. If You change the address where you keep the Covered Equipment, We may increase the Maintenance Charge to reflect Our increased costs.

5.2 We may charge for any of the Excepted Services in accordance with Our published scale of charges.

5.3 You can ask for a quotation for the Excepted Services. We may charge a quotation fee in accordance with Our published scale of charges.

5.4 All charges are exclusive of Value Added Tax, any other similar taxes and charges.

5.5 We may make an additional charge for carriage, insurance and packaging.

5.6 Invoices for Excepted Services are due within 30 days of the date of invoice, or if We require it, before the Covered Equipment is returned by Us to You.

5.7 When You owe Us money, We may also:

5.7.1 charge interest on overdue at 4 percent above Barclays Bank PLC Base Rate both before and after judgment; and/or

5.7.2 suspend the provision of the Services .

5.8 You will pay any costs We may incur in obtaining from or enforcing judgment against You.

6. EXCHANGE AND REPAIRS

6.1 We will only exchange Covered Equipment if a valid RMA has been issued to You.

6.2 We will only exchange Covered Equipment if it

is repairable. If unrepairable Covered Equipment is exchanged, it will be charged as an Excepted Service in accordance with Our published scale of charges.

6.3 We may refuse to repair any Covered Equipment for repair if it does not meet the Our criteria in place from time to time.

6.4 You will allow Us to remove the Covered Equipment for repair.

6.5 Workshop overhauls are not included in the Plan. If, in Our opinion, overhaul or reconditioning is necessary due to any of the Covered Equipment not being kept in a satisfactory condition, We will submit an estimate for such overhaul or reconditioning. If You do not accept the estimate and have the overhaul carried out promptly, the Covered Equipment will be excluded from the Plan.

6.6 If, in Our opinion, any of the Covered Equipment that We did not supply or approve needs to be replaced, We will submit an estimate for such replacement. If You do not accept the estimate and have the item replaced promptly, the Covered Equipment will be excluded from the Plan.

7. REPLACEMENT PARTS

7.1 Any replacement parts fitted to the Covered Equipment shall become Your property (or the owner of the Covered Equipment, if different) and any parts or items that are replaced shall become Our property. Any equipment We loan to You remains Our property.

7.2 The Service shall include the supply and fitting of spare parts for the Covered Equipment but:

7.2.1 We are not responsible for any failure to supply or delay in supplying the necessary spare part from Our suppliers or the manufacturer; and

7.2.2 shall not include the supply and replacement of Consumables

7.3 We warrant that all replacement parts will



continue to operate in accordance with their respective specifications for at least 90 days from the date of their installation into the Covered Equipment.

8. RESPONSIBILITIES OF CUSTOMER

8.1 You will ensure that Our personnel have environment in which to provide the Services whilst on Your premises or connected remotely to the Covered Equipment.

8.2 You will ensure that the Covered Equipment is only used for the purposes for which it was designed and in conjunction only with peripherals approved by the manufacturer for use in conjunction with the Covered Equipment.

8.3 You will carry out regular software and data back-ups using media recommended for the Covered Equipment and in accordance with the manufacturer's recommendations.

8.4 You are responsible for maintenance, installation and proper functioning of any equipment, software or communication service used in connection with the Covered Equipment.

9. NETWORK SUPPORT

9.1 If the Plan relates to network support, We shall have no obligations in relation to:

9.1.1 the implementation of software;

9.1.2 incorrect usage or operator error;

9.1.3 modification to software other than those made by the manufacturer of the software;

9.1.4 modifications to or failure of hardware or other software products.

10. TERMINATION

10.1 We shall have the right to terminate the Plan if:-

10.1.1 You fail to pay any sum on time; or

10.1.2 You move the Covered Equipment to a different address without Our prior written consent;

10.2 Each party shall have the right to terminate the Plan by notice in writing to the other party if:

10.2.1 the other party commits any other breach of any of these Conditions which if capable of remedy is not remedied by the other party within fourteen days of the date of notice complaining of the breach; or

10.2.2 the other party (i) ceases to carry on business or (ii) is adjudicated bankrupt or enters into liquidation or (iii) compounds with its creditors or (iv) has a receiver appointed over any part of its assets or (v) suffers execution or distress over any of its assets or (vi) becomes unable to pay its debts as they fall due, or (vii) if the other party is a person, he dies, or (viii) if the other is a partnership, it is dissolved.

10.3 You shall have the right to terminate the Plan on 30 days notice if:-

10.3.1 You have given Us notice that We have failed to provided the Services to the Service Levels and such failure has continued for a period exceeding 30 days after you have served notice; and

10.3.2 If the Plan is terminated under Condition 10.3.1, We will refund You 90 per cent of any Maintenance Charge paid by you in advance referable to the period after the date of termination.

11. LIABILITY

11.1 We will not be liable for loss of profits, loss of business, loss of goodwill or loss of anticipated savings nor for any direct, indirect or consequential in excess of the Maintenance Charge received in the year during which You incurred such loss or damage. We and You agree this is a fair and reasonable apportionment of risk bearing in mind the nature of the Services and the level of the Maintenance Charge.



11.2 Condition 11.1 will not apply in the event of physical damage to Your property or goods due directly to Our negligence, where Our total liability is limited to £1 million per event or series of related events.

11.3 You will indemnify Us against all claims by third parties arising from the Services provided by Us to You.

12. FORCE MAJEURE

12.1 We are not liable for any delay or failure on account of Force Majeure.

13. WAIVER

13.1 Any delay in enforcing any of these conditions shall prejudice affect or restrict Our rights. No waiver by Us of any breach operates as a waiver of any subsequent or continuing breach.

14. ASSIGNMENT

14.1 We may appoint any agents or sub-contractors to carry out Our obligations with Your consent.

15. THIRD PARTIES

15.1 We and You agree that the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.



DEFINITIONS

We, Us, Our

Academia Limited (company number 0477 1037) of 8 Kinetic Crescent, Innova Park, Enfield, Middx EN3 7XH trading as any of "Academia", "AcademiaCARE", "CARE", "CARE+": "MediaPros", "MediaCARE" and/or "EnterpriseCARE".

You

The person or company who purchases the Plan and any person to whom that purchaser sells the Covered Equipment during the Coverage Period.

Claim

A valid notice, complying with these terms, that your Covered Equipment is in need of Hardware Service and/or Technical Support, during the Coverage Period.

Commencement Date

the date upon which CARE+ Service commences as set out a Plan,

Consumables

include, but is not limited to, toner cartridges, print heads, laser printer fuser units, drum kits, scanner lasers and other consumables, glare shields, dust covers, feed rollers, magnetic tapes, CD ROMs, optical laser line and diskettes.

Coverage Period

2 or 3 years in respect of iPads or 3 or 4 years in respect of Central Processing Units (as specified in Your Plan).

Covered Equipment

The products that You purchase and are covered by the Plan or, in the case of CARE+, We agree as being Covered Equipment.

Excepted Services

as defined in Condition 2.4 in Part 2.

Force Majeure

includes all causes which are beyond Our direct control or are due to changes in circumstances from those prevailing at the time You took out the Plan.

Hardware Service

The repair or replacement of hardware using new or reconditioned parts (which may or may not be manufactured by the Original Product manufacturer) during the Normal Working Day.

Initial Term

7 months (or any other period that You and We may agree) beginning on the Commencement Date.

Maintenance Charge

the charges agreed between You and Us for the provision of CARE+ to You.

Normal Working Day

9 am – 5 pm on Mondays to Fridays but excluding Bank or other public holidays.

Original Product

The Covered Equipment that You originally purchased or, or, in the case of CARE+, Covered Equipment that You owned at the commencement of the Plan.

Payment Interval

the interval at which the Maintenance Charge is to be paid (monthly, quarterly, annually) as agreed between You and Us.

Plan

The plan under which We agree to provide Hardware Service and Technical Support to You for the Covered Equipment:

RMA

return materials authorisation number issued by Us.

Replacement Product

Replacements for the Original Product supplied by Us to You in accordance with the Plan.

Services

Hardware Service and Technical Support that We agree to provide to You.

Service Levels

Any service levels/response times/key performance indicators that You and We have agreed prior to the Commencement Date.

Technical Support

The provision of telephone, e-mail or web based support for products during the Normal Working Day