

Welcome to the Quarm Solutions website terms and conditions for use of this website www.quarmsolutions.co.uk . Quarm Solutions Limited provides this site and related services subject to your compliance with the terms and conditions set below. By accessing this website and/or placing an order, you agree to be bound by these terms and conditions. Please read the following information carefully. References to “we” and “us” are to Quarm Solutions Limited and to “you” are to the user of the website/entity ordering our services.

1. INTRODUCTION

- 1.1 Although Quarm Solutions Limited attempts to ensure the integrity and accuracy of the site and its content, we can make no guarantees. It is possible that the site could include inaccuracies or errors, and that unauthorised additions, deletions and alterations could be made to the site by third parties. In the event that an inaccuracy arises, please inform Quarm Solutions Limited in order that it can be corrected.
- 1.2 Links to other Internet resources from this are used at your risk. The content, opinions expressed, and other links provided by these resources are not the responsibility of Quarm Solutions Limited and therefore we cannot be held responsible.
- 1.3 These terms of use are divided into two Parts. Part A contains those general provisions that apply to all website users. Part B contains those terms that apply to those who are purchasing services through the website.
- 1.4 Use of this website is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

PART A: GENERAL PROVISIONS

2. Licence to use website

- 2.1 Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.
- 2.2 You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.
- 2.3 You must not:
 - (a) republish material from this website including republication on another website;
 - (b) sell, rent or sub-license material from the website;
 - (c) show any material from the website in public;
 - (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
 - (e) edit or otherwise modify any material on the website; or
 - (f) redistribute material from this website (except for content specifically and expressly made available for redistribution).
- 2.4 If you breach any of the terms in these terms and conditions, your permission to use this website automatically, terminates and you must immediately destroy and downloaded or printed extracts from this website. Any rights not expressly granted in these terms are reserved.

3. Acceptable use

- 3.1 You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.2 You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, root kit or other malicious computer software.
- 3.3 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

4. Restricted access

- 4.1 Access to certain areas of our website is restricted to those who purchase our services. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.
- 4.2 If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.
- 4.3 We may disable your user ID and password in our sole discretion without notice or explanation.

5. Our Limited warranties

- 5.1 Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy.
- 5.2 To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to this website and the use of this website including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill.

6. Limitations of liability

- 6.1 Nothing in these terms of use (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence or fraud on the part of Quarm Solutions Limited.

6.2 Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms of use, whether in contract, tort including negligence or otherwise, will be limited as follows:

In no event shall Quarm Solutions Limited be liable to any person for any special, general, incidental, indirect, consequential, or punitive damages of any kind, including, without limitation, those resulting from negligent or criminal acts of third parties, loss of use, loss of data lost profits, or computer hardware damage, in connection with use of this website or anything contained therein, or any of the Member's Support Services, or any other information, documents, products, software, downloads, repair services, advice, and information provided by Quarm Solutions Limited or any of its third-party product or service providers, regardless of whether such person is advised of the possibility of such damages.

7. Indemnity

You hereby agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

8. Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

9. Assignment

9.1 We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent – providing that, where you are a member and a consumer, we will not transfer our rights and/or obligations in any way which may serve to reduce the guarantees benefiting you under these terms of use.

9.2 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

10. Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11. Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

12. Entire agreement

These terms of use together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

13. Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

PART B - TERMS OF SERVICE/PURCHASE

By purchasing IT support from us you are indicating your agreement to be bound by the following Terms of Service/Purchase and hereinafter you will be referred to as a "Member":

1. The Services

1.1 Quarm Solutions Limited agrees to provide (a) remote backup services; and (b) on- and off-line technical support services and products (together, the "Support Services"). The Support Services are available for purchase at the prevailing rate detailed on our website and are available for purchase in 30-minute time slots ("a Support Session").

1.2 Online backup services ("Online Backup") are provided by us as reseller and as such will be subject to separate [terms and conditions](#). In purchasing any Online Backup you agree to be bound by those additional terms and conditions.

1.3 Payment is required in advance of any Support Services being provided. If a Support Session is in fact for a longer period than that already purchased, the user agrees to be responsible for payment in full of any balance within 7 days of an invoice being raised.

1.4 Support Services can only be provided:

1.4.1 between the hours of 8am and 7pm Monday to Friday;

1.4.2 eg: if the Member provides adequate details of the problem, their device, their network, their operating system;

1.4.3 where a Member has adequate protection and backup of the Member's data, software and/or hardware; and

1.4.4 Pentium 4 or higher and Mac OSX 10.x or higher

2. Supported Technology

The Support Services will be limited to remote (ie: by telephone) or online support services for all Microsoft and Apple platforms, devices operating systems, applications as listed on our website as being supported by us. Please contact us on info@quarmsolutions.co.uk or 020 8249 9315 if the IT platform or device you have is not listed.

3. Availability of the Site/Services

This website and the Member's Services and all other information, documents, products, software, downloads, repair services, advice, and information provided by us and any of its third-party product or service providers are provided "as is" and on an "as available" basis and without warranty of any kind, either express, implied or statutory, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, compatibility, non-infringement or that the Support Services will be free of defects and/or faults, to the maximum extent permitted by the law.

Quarm Solutions Limited accepts no liability for any errors or omissions in, or disruption or non-availability of the website or the Support Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship; or any other information, documents, products, software, downloads, repair services, advice, and information provided by us or any of our third-party product or service providers.

4. Our Responsibilities

Quarm Solutions Limited will use its best efforts to resolve Members' computer technical problems. We will attempt to resolve such technical problems in a professional, reasonable and timely manner, taking into consideration the circumstances and nature of the technical problems. Our responses constitute only technical advice or suggestions. Technical problems that may arise may be a result of software or hardware errors or problems that may not be correctable or may be too difficult to resolve by telephone or online support.

5. Further Services

Further onsite services for software, hardware, installations, training, supply and installation of products, service contracts and other support services outside the scope of the standard Support Services are available on an hourly basis. Additional charges will apply for an onsite support visits and will be quoted on a case-by-case basis.

6. Renewal and Cancellation

Any Support Sessions purchased shall remain active on the Member's account for a period of 12 months from the date of purchase and will need to be renewed when all sessions have been used on the Member's account. Member's can purchase Support Sessions via this website or by telephone on 020 8249 9315. Refunds will not be given for cancelled or expired Support Sessions.

7. Memberships Non-Transferable

Our Support Services and Sessions, and all rights of Members to receive Members' Services, are non-transferable.

8. Modifications to Terms of Service

We reserve the right to amend the Terms of Service that govern use of the Support Services and Sessions and the quarmsolutions.co.uk website at any time by (a) posting a revised version of the Terms of Service on the quarmsolutions.co.uk website, or by (b) sending information regarding any amendment to the Terms of Service to the email address Member provides to us. Member is responsible for regularly reviewing the quarmsolutions.co.uk website to be notified of any amendments to the Terms of Service. Member's continued use of the Membership Services after such amended Terms of Service have been posted or information regarding such amended Terms of Service has been sent to Member shall be deemed acceptance by Member of the amended Terms of Service.