

**Support My
Computer Ltd**

Terms and Conditions

Effective from 01.06.11

SUPPORTMYCOMPUTER.CO.UK LTD Site Terms &

Conditions: Pictures shown for illustration purposes only - colours may vary. Operation Systems supplied is an OEM product - Full version. SMA - 'Shared Memory Architecture'; SMA allows for memory to be taken from RAM to supplement the graphics card requirements. **Sony Multi-burner R/W all standard formats Except DVD-RAM. Warranty - Back-to-base warranty as standard. Client is responsible for all carriage costs after the first 14 days. Pick up & collection available at £50 inc. VAT. Non-BT customers please check that the modem will work on your line before ordering. Prices quoted for calls to SUPPORTMYCOMPUTER.CO.UK LTD are based on a BT landline - other carriers may charge you more. Our minimum standard delivery charge is £45.83 inc (UK Mainland Only). Please call for a written quotation. ©2002 Advanced Micro Devices, Inc. All rights reserved. AMD, AMD Arrow logo, AMD Athlon, AMD PowerNow!, and relative combination, are trademarks of Advanced Micro Devices, Inc. Microsoft and Windows are registered trademarks of Microsoft Corporation in the United States and other countries. All trademarks are acknowledged. E&OE. Head Office: Unit 6, Central Business Centre, Great Central Way, London, NW10 0UR. Business hours Mon-Fri 9am-6pm.

Retailer is SupportMyComputer.co.uk LTD, Registered in England No. 4070792. Registered office: Unit 6, Central Business Centre, Great Central Way, London, NW10 0UR. VAT registration number - 867 9842 50.

THE SELLER INTENDS TO RELY ON THE TERMS SET OUT HERE. TO PROTECT YOUR OWN INTERESTS PLEASE READ THIS DOCUMENT CAREFULLY.

1 Definitions.

1.1

Buyer: means the person or organisation that agrees to buy the goods and to whom the goods are invoiced.

1.2

Seller: means SupportMyComputer.co.uk LTD

1.3

Price: means the price paid for the goods and services, including VAT, and as set out on the Confirmation of Order.

1.4

Confirmation of Order: means the document supplied by the Seller to the Buyer setting out all the goods and services to be supplied and the price to be paid including VAT.

1.5

Goods: means the items as set out and detailed on the Confirmation of order

1.6

Hardware: means physical and integral

components that form part of any product supplied.

1.7

Software: means Software programmes that require installation, by the buyer and require a licence for use.

1.8

Consumables: means items that have a limited use, owing to their nature and require renewal, by the Buyer, from time to time.

1.9

Scheduled Date of Manufacturing: means the working day on which any Computer System ordered will begin its construction from component parts.

1.10

Working Day: means any day Monday to Friday between the hours of 9.00am and 6.00pm and specifically excluding bank holidays.

1.11

Delivered & Delivery: means the day on which the Buyer collects the goods or the day on which the goods are delivered to the Buyers address.

1.12

Terms and Conditions: means the contract as set out in this document.

1.13

Contract: means the contract between the Buyer and the Seller and to which these terms and conditions relate.

1.14

BTB: Back to Base: means the goods will be returned to the Sellers designated service premises for a remedy under the terms of the warranty.

1.15

Reasonable Period of Time: Time in which the Buyer should examine the goods to ascertain their conformity with the contract.

1.16.

Consumer Buyer: means an individual not acting for the purposes of his or her profession.

1.17

Business Buyer: means an individual, company or other organisation acting for the purposes of their profession.

2. Conditions Applicable.

2.1

It is the intention of the Seller that all the terms of the contract between the Buyer and the Seller

are contained in this document and in any specially agreed terms that have been subsequently discussed, confirmed and agreed in writing between the parties.

2.2

These Terms and Conditions, as set out here, together with the Confirmation of Order are intended by the Seller to set out the contract between the Seller and the Buyer. The Buyer is encouraged to read in full the Terms and Conditions and the Confirmation of order, which fully state the goods, and services the Buyer will receive and the total price of all goods and services.

2.3

The Confirmation of Order provides for notification, by the Buyer to the Seller, of changes to the Buyers requirements, three days prior to the Scheduled Date of Despatch. For the avoidance of any doubt, changes should be confirmed in writing to the Sales Manager or Director.

3. Price.

3.1

The price shall be payable in Sterling and inclusive of VAT.

4. Payment

4.1.

The Buyer must make known to the Seller the intended method of payment at the time of placing an order and purchasing goods. The Buyer may change his intended method of payment but this may delay delivery of the goods. In any event a new scheduled date of manufacturing will be given, if the Buyer makes alterations to a payment method.

4.2

The Seller must receive cleared payment, before the Scheduled date of Manufacturing

4.3

Payment is deemed to have been effected by the tendering of cash, the clearing of funds, the authorisation of a credit card payment, by the credit card provider or the notification to the Seller of acceptance of credit approval by a finance provider to the Buyer.

4.4

Goods cannot be delivered to the Buyer or

collected by the Buyer until the Seller has received payment for the goods.

5. The Goods.

5.1.

The Seller will supply to the Buyer only the goods and services set out on the confirmation of order. Only named branded products or components will be supplied where this is specifically stated on the order confirmation. Where no brand name has been stated, on the confirmation of order, the Seller will supply the specification of component without prior notification or any guarantee of a specific brand name. SupportMyComputer.co.uk LTD reserve the right to provide an alternative part, should the specified part not be available at the point of production.

5.2

Computer systems are made to the Buyers ordered specification. Components purchased by the Seller are in consideration of the Buyers order. If a Buyer wishes to change any item on the order prior to the Scheduled date of Manufacturing, the Buyer is advised that this may delay delivery, in consideration of supply and availability to the Seller of a specific component, re-processing of the order and any additional payments due from the Buyer. In any event a revised confirmation of order and Scheduled date of manufacturing will be given.

6. Warranties and Guarantee.

Nothing in these conditions reduces your statutory rights relating to faulty goods. For consumer advice contact your local Trading Standards Department or Citizens Advice Bureau.

6.1

The Seller warrants that the goods will at the time of delivery or collection correspond to the description given by the seller.

6.2

There shall be a guarantee on the goods as supplied by the Seller to the Buyer and for a period of time, as set out here and together with any additional manufacturers warranties supplied with the goods, by the Seller, and subject to the Limitations set out at 6.3.

Computer Base Unit: (Hardware of Tower or Desktop unit only): One Year Parts, Lifetime Labour, 1 Month Collect & Return.

Notebooks/ Laptops: One year maximum or as set out on the Confirmation of order.

Monitor: One year or as extended by the Manufacturers

Keyboard & Mouse: One year only

Speakers: One year only

All other Ancillary and Peripherals: As set out on the documents provided with the goods by the Manufacturers.

6.3 Limitations.

The guarantee is limited to the rectification of hardware defects or faults, by the Seller or manufacturer only and during the guarantee period covering goods supplied by the Seller.

WE WILL:

Back to Base (BTB) cover: Computer Base Unit only

If a hardware fault is diagnosed, in the Computer Base Unit, which is the responsibility of the Seller: The Seller will remedy the goods, by the replacement of parts. The Seller will pay the costs of all parts during the first year of warranty and the cost of all labour during the lifetime of the PC. The Seller will pay for Courier collection, during the first month of warranty only after the original delivery date, within mainland United Kingdom only, from the Buyers original delivery address premises, on a working day which has been mutually agreed between the Buyer and the Seller. **Day 1 will be the day of delivery.** The Buyer will pay for all carriage costs after the first three months of warranty, for delivery to and collection from the Sellers designated service premises. The Buyer will pay for all carriage costs outside mainland United Kingdom, at all times. The Buyer is specifically advised to back up and verify all data on a regular basis and in any event before a remedy under the guarantee. The warranty is limited to the remedy of diagnosed hardware faults, by the Seller.

Monitors, Speakers and all other Ancillary and Peripheral Items.

The Seller will supply all details to the Buyer and in order for the Buyer to obtain direct support from the Manufacturers for a remedy, under the Sellers agreement with the Manufacturers OR, at the Buyers choice, the Buyer will arrange and pay for courier charges (BTB) for delivery to and

collection from the Sellers designated premises. The seller will return the item to the manufacturers for appropriate and specialist remedy, under the terms of the warranty.

Licensed Software:

The Buyers attentions are specifically drawn to the manufacturers copyright, licence and terms of use, which are supplied with the Software. Software licences are in place to protect the manufacturers against copying and piracy. The Seller will replace any faulty disks if the defect is notified to them within a reasonable period of time after delivery. Replacement will be effected by the collection, by the Seller, of the Software item with all licences and documents originally supplied, and verification that the item is faulty.

The Guarantee EXCLUDES:

Training in the use of the goods. Normal wear and tear. Misuse, neglect or damage by the buyer or his agent. Modified or incorrectly installed goods by the buyer or his agent. Goods which have been maintained other than in accordance with the maintenance specified in the engineering specification or manuals supplied by the manufacturer.

Consumables. (Other than faulty on initial delivery) i.e. Ink cartridges, batteries. Assistance and training in the use of Software programmes. Remedy of amendments made by the user of Computer systems operational settings. Backing up of data, files and programmes. Remedy of incorrect installation of Software by the Buyer or his agent. Remedy of the introduction of Virus by the Buyer or his agent. Compatibility with third parties products Hardware or Software, which were not supplied by the Seller. Failure or disruption of electrical supplies Telephone supply and cabling. (NB. It is recommended that Fax modems be disconnected from the telephone supply during Electrical storms).

6.4

The Seller shall not be liable for the costs of carriage where the failure of the goods arises from the Buyers misuse, exclusions under the guarantee or there is no remedy required under the terms of the contract.

6.5

Where the Buyer requests attendance of the Onsite Engineer for any purposes whatsoever, a charge for attendance will be made to the Buyer.

6.6

If the Buyer requests a remedy under the terms of the guarantee and collection or attendance is

provided, at the Sellers expense and no defects or faults are found attributable to the goods supplied. The Buyer is advised that the Seller will notify the Buyer of the Sellers costs of carriage collection or attendance by the onsite Engineer. The Seller shall be entitled to charge the Buyer and recoup the actual costs of attendance or collection. The Seller undertakes not to charge any more than real costs and not to make any charges for profit. The Buyer can request copies of the Invoices charged to the Seller for collection or attendance by the Onsite provider to verify the costs.

6.7

If the Buyer fails to take delivery of goods after his request for a remedy or a remedy has been carried out under the terms of the guarantee. Space at the Sellers premises is limited. The buyer's goods cannot be stored by the Seller for longer than two weeks after the Buyer has been notified that the goods are ready for collection or delivery has been attempted, to the Buyers delivery address. The Buyers goods will be put into storage and may be subject to storage charges of £10 per week at the Sellers premises or at the cost charged by the storage Company to the Seller, in the event the goods have to be stored off the Sellers premises.

6.8

The guarantee is only transferable, to a third party, with written agreement between the Seller and the Buyer, as to the condition and specification of the goods and the details of the third party recipient.

6.9

Parts replaced under the terms of the warranty become the property of SupportMyComputer.co.uk LTD.

7. Delivery & Collection

7.1

Goods will be delivered to the Buyer only in consideration of any delivery charges paid, by the Buyer, and as set out on the Confirmation of order. As Computer Systems are made to order, delivery dates are estimated as being no less than 6 days after the Scheduled date of Manufacturing and no more than 30 days after the date of payment. The Seller will use its best endeavours to contact and notify the Buyer of the intended date of despatch. Attempted notification

to the Buyer will commence at the earliest 6 days after the scheduled date of manufacturing.

7.2.

Delivery, where paid for, will be effected by third party Couriers. The Seller will not enter into any guarantees or contracts whatsoever with the Buyer for a specific day or time of delivery.

7.3

The Seller will reserve the right to deliver by instalments, within the period set out at 7.1, but undertakes not to charge the Buyer additional delivery costs from those quoted on the Confirmation of Order to which the goods relate. The Buyer has the right to cancel any order not delivered within 30 days from the date of placing the order, inclusive of that date and without penalty.

7.4

The Seller shall not be liable for further delivery and collection costs where the Buyer fails to take delivery at the given delivery address, and after reasonable notification to the Buyer that delivery is being attempted, by the Courier.

7.5

The Buyer may collect goods from the Sellers distribution premises by prior agreed appointment and only after the Seller has confirmed to the Buyer that the order is ready, completed and quality checked. The Buyer will need two separate proof documents of identity for collected goods, showing full name and address i.e. Driving Licence.

7.6.

The Delivery address will be the address notified by the Buyer to the Seller at the date of placing the order. A request for a change of delivery address can only be made up to three days prior to the Scheduled date of despatch. A request for a change of delivery address must be confirmed in writing, together with proof of identity. In order to protect Buyers from Credit Card Fraud and where payment has been made by credit card, the delivery address will be the address where the credit card is registered and may not be changed at all.

7.7

The Buyer will count the number of boxes being delivered, by the Courier and sign the delivering Couriers paperwork clearly and only for the number of boxes received, in order to protect the Seller and the Buyer from refusal by Insurers to honour claims for missing boxes.

8. Cancellations & Distance Selling Regulations 2014

Cancellations & Distance Selling Regulations 2014
Distance Selling regulations apply only to Consumer Buyers who have purchased goods by using distance communication (i.e. telephone, order form or online.) They do not apply to Business Buyers, Business Names or Consumers purchasing from our Showrooms. The Regulations do not apply to goods, which are built to the Buyers Specification where the finished product is a non standard item, this exclusion does not apply to systems built by stock item. For Advice contact your local Trading Standards Department.

8.1

All cancellations must be confirmed in writing or durable notice and clearly addressed to: DEPT CS 2014. SUPPORTMYCOMPUTER.CO.UK LTD Computers, Unit 6, Central Business Centre, Great Central Way, London, NW10 0UR. The written cancellation will become effective on the date of sending.

8.2

The Buyer may cancel the order, from the date of ordering and before, but excluding; the day of despatch of the order, without any charges and the Seller will refund the Buyer in full by the original method of payment.

8.3

Distance selling regulations 2014.

The Buyer may cancel the order, when it has been manufactured and despatched and up to fourteen days after delivery, (beginning the day after delivery). The Buyer must observe 8.1. The Buyer has a duty of care, under the regulations, to take care of the goods so that they may be sold again as new, by the Seller. The Seller will claim, from the Buyer, for the resulting loss in value for goods not kept so that they may be sold again as new. The Buyer must make the goods freely available at the original delivery address, to the Seller or his agent, within 21 days of cancellation, for collection on a working day and use the prepaid addressed labels supplied by the Seller, to identify the goods. The regulations do not apply to unsealed licensed software. The Seller will refund, less appropriate deductions, to the Buyer, within 30 days of the written notice of cancellation, by the original method of payment.

The Seller will deduct from any refunds the direct charges incurred by the Seller of::

Transit Collection Charges £39 + VAT maximum 3 boxes

For Base Unit box with inclusive goods of Keyboard, Mouse, Leads. Software etc, plus Monitor and Speakers.

Transit Collection Charges £10 + VAT each item
For a Printer or a Scanner or any other Peripheral item up to 25KG

A restocking fee of up to 20% is chargeable on returns that prove to be non-defective.

8.4

Charges quoted at 8.3 will be deducted from any refund made. Where a Buyer has paid to the Seller a deposit only and if the charges are greater than the deposit, the Buyer will agree to pay the balance of the charges due to the Seller within 14 days, but in any event the Seller will notify the Buyer in writing of the charges that fall due and where the Seller has received insufficient money from the Buyer to cover the charges.

9.

Acceptance of the Goods

9.1.

Upon taking delivery of the goods, the Buyer shall examine them as soon as it is reasonably practicable and within a reasonable period of time and shall forthwith notify the Seller if the goods are damaged in transit or do not accord with the specification or there are any missing items as set out in the confirmation of order. Notification must take place within three working days, excluding the day of delivery, and confirmed in writing to the Seller and in consideration of the Sellers right of claim with the Insurers.

9.2

The Seller will have the right to verify any claims of damages in transit, in order for them to make an appropriate claim with their Insurers. The Buyer will endeavour not to unreasonably delay notification to the Seller, so as to negate the Sellers insurance claim being made within 7 days of the termination of transit.

9.3

If the Buyer seeks to reject the goods, as defective, within a reasonable period of time, then the Buyer will undertake to cease use of the goods immediately and notify the Seller. The Buyer will confirm in writing that the goods are

rejected and available for the Sellers collection. The Buyer will also verify to the Seller that they have not copied or duplicated any licensed Software supplied by the Seller and the date of last use of the goods and the nature of the defect. The Seller will reserve the right to inspect the goods either on or off the Buyers premises and to verify that the goods are defective and that those defects are attributable to the goods supplied as claimed by the Buyer. Additionally the Seller and the Buyer may seek independent verification of a claim of defective goods and may consult with each other and will not incur unreasonable costs or any costs at all in inspecting the goods. Each party will agree that only a qualified person in Computers and their ancillary and peripheral goods performs an inspection. The Buyer and the Seller may agree to share the costs of a joint inspection and abide by the findings. The Seller and the Buyer agree not to delay an inspection beyond a reasonable period of time or unreasonably deny each other access to the goods to verify a defect.

9.4.

Following rejection of verified defective goods, the Buyer will make all the goods supplied available for collection by the Sellers Courier, at the Sellers cost, on a working day. The Buyer will undertake to pack the goods in their original protective packaging, if available, but in any event adequately for transit of goods of the nature supplied. A refund of any money paid will be made by the method of original payment and only for the goods made available to the Seller for collection. Collection of the goods will be from an address and on a date to be mutually agreed between the Seller and the Buyer.

9.5.

The rights of the Buyer as set out in these terms and conditions shall apply in addition to and without prejudice to all rights that the Buyer may have at common law or statute: For Advice contact the local Trading Standards Department or the Citizens Advice Bureau.

10. Ownership & Risk.

10.1.

The Goods are at the Buyers risk when they are delivered to the Buyer or collected by the Buyer. The Seller specifically recommends to the Buyer

that the Buyer adequately insures the goods for all risks.

10.2

The Goods do not become the property of the Buyer until the Seller has been paid for the goods in full.

11. Copyright & Software Installation

11.1

The Buyer shall not be entitled to any rights of copyright or design or any similar rights in respect of any goods supplied to the Buyer by the Seller. The Seller will be free to prepare, produce and supply goods of the same specification and design and sell them to any other parties without any restriction whatsoever.

11.2. (Revised)

The Buyer is advised to take reasonable precautions to avoid infringing third party copyrights of any plans or specifications supplied by the Buyer, to the Seller. The Buyer shall be liable for any foreseeable and reasonable costs incurred by the Seller in defending any action in respect of a claim for any alleged breach of such rights, if reasonable precautions, by the Buyer, has not taken place.

11.3.

Where the Buyer has ordered from the Seller licensed Software, this will be supplied to the Buyer in the manufacturers packaging for installation and license acceptance by the Buyer. The Buyer should read the terms of use of the Software, which appears on installation. The Seller will not install any licensed Software on behalf of the Buyer or accept the license terms on the Buyers behalf.

12. Liability

12.1.

The Buyer and the Seller shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

13. Unfair Contract terms.

13.1

The Seller intends that these terms and conditions shall not be unfair so as to infringe The Unfair Terms in Consumer Contracts Regulations 1999.

14. Proper Law of Contract.

The Laws of the United Kingdom govern this contract.

