

DONCASTER COMPUTER REPAIRS CONSUMER TERMS OF SALE

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE. BY PLACING AN ORDER WITH DONCASTER COMPUTER REPAIRS YOU AGREE TO THESE TERMS.

1. Format of the contract, General Provisions

- i. These terms of sale apply to all goods supplied by Doncaster Computer Repairs (hereafter referred to as the “supplier”), whose registered office is at 11 Moor View, Branton, Doncaster. DN3 3NE.
- ii. No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order, once the order has been accepted there is a binding legal contract between us where full payment (in cleared funds) is due within 30 days of invoice following delivery of the goods.
- iii. By way of clarification, an acknowledgement of your order will be sent to you via e-mail or provided verbally when you place your order. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.
- iv. The contract is subject to your right of cancellation (see below - Clause 7).
- v. As the Supplier, we reserve the right to amend these terms and conditions of sale at our discretion without notice to you in relation to future sales. Any such amendments shall come into force on their effective date and will be applied retrospectively to any outstanding account, providing written notice is given to that effect.
- vi. To order goods through the Supplier’s website you must be at least 18 years of age. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.
- vii. The Supplier gives no assurance as to the mutual compatibility of components sold on any single invoice. It is the responsibility of the buyer to ensure that the goods purchased are suitable for the purpose intended. Advice sought by the customer from the Supplier in this respect may be given but cannot be relied upon by the customer or guaranteed by the Supplier unless the Supplier has access to the working system and the ability to carry out a full inspection of any software or operating system.
- viii. Except as may be implied by law where the buyer is dealing as a consumer, in event of any breach of these Conditions by the Supplier the remedies of the buyer shall be limited to damages which shall in no circumstances exceed the price of the goods and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential damages.
- ix. These terms and conditions are subject only to UK law.

2. Description and price of the goods

- i. The description and price of the goods you order will be as shown on the Supplier’s website at the time you place your order, or on an official quotation either written or verbal.
- ii. The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- iii. Every effort is made to ensure that prices shown on the Supplier’s website or within the official quotation are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Supplier does not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel the order, or if the order is cancelled automatically due to the expiry of the 14 day period, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- iv. In addition to the price, you may be required to pay a delivery charge for the goods.

3. Payment

- i. Payment for the goods and delivery charges can be made by any method shown on the Supplier’s website at the time you place your order or within 30 days of invoice (for credit accounts). Payment shall be due no later than 30 days following delivery and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately and impose any new conditions it deems appropriate providing they are made in writing.
- ii. Following delivery the full balance must be received within 30 days, failure to provide full payment of all monies will incur a £25 administration charge and an additional £10 per week charge for unauthorised credit facilities. The goods will remain the property of the supplier until full payment (in cleared funds) has been received. Where full payment is not received after a further 4 weeks after the invoice due date, debt collection services may be employed to collect payment or recover goods to the full value of the order, the cost for these recovery services will also be charged to your account.
- iii. Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.
- iv. The Supplier reserves the right to levy charges for any of the following services: Inspection of any piece of computer equipment and installation / replacement of either software or hardware - Use of credit / debit cards or rapid cheque clearance facilities, Diagnosis and testing of any piece of hardware or software, Recovery of any hardware or software and backup of any data when requested by the customer. The employment of debt recovery services to recover outstanding balances or the repossession of goods.
- v. Credit notes must be used within six months of issue date. Credit notes over six months old are invalid.
- vi. ***If your account becomes more than 60 days overdue (since date on invoice), the amount owing to the supplier including all fee’s and previously incurred charges, interest and adjustments, shall double with each additional 30 day period, and this new figure shall be used for any further calculations when working out your overdue account balance.***

4. **Delivery**

- i. The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the United Kingdom.
- ii. Estimated delivery dates will be provided upon confirmation of your order
- iii. If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.
- iv. If you deliberately fail to take delivery of the goods (other than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:
 - a. store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or
 - b. sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- v. If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.
- vi. The Supplier will not accept liability for goods lost in transit.
- vii. Should you require the goods to be redirected to another address after the goods have been dispatched you may be required to pay an additional postage charge.
- viii. Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.
- ix. Upon receipt of your order for items sent with a courier, you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.
- x. Whilst every effort shall be made to keep any delivery date, time of delivery shall not be of the essence. The Supplier shall not be liable for any consequential loss incurred by the buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.
- xi. Unless otherwise agreed the Supplier may deliver by instalments and in such case each instalment shall be treated as a separate contract and any delay, default or non-delivery in respect of any instalment by the Supplier shall not entitle the buyer to cancel the remainder of the Contract.
- xii. Delivery charges are calculated by weight and number of packages being sent. There will also be additional delivery charges for offshore destinations such as Ireland.
- xiii. Any refused deliveries will be returned to the supplier. Upon receipt of the goods with the supplier a refund will be issued minus 20% of the value of the order to cover administration costs.
- xiv. In some instance the supplier may deliver the goods themselves, to the address provided at time of placing the order, in this instance, as no third party couriers are involved no signature will be required.

5. **Risk/Title**

- i. The goods are at your risk from the time of delivery.
- ii. Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
 - a. the goods, and
 - b. all other sums which are or which become due to the Supplier from you on any account.
- iii. The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier, any costs incurred to facilitate this will be the customers sole responsibility.

6. **Risk/Title for Business Customers**

- i. If you are a business customer until ownership of the goods has passed to you, you must:
 - a. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and
 - b. hold the proceeds of the insurance referred to in condition 6.1.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- ii. If you are a business customer and you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency (hereafter referred to as "closure of business"); or you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or you encumber or in any way charge any of the goods.
 - a. the goods/services supplied remain the property of the supplier and may not be sold on or disposed of without the prior written consent of the supplier, whereupon any/all proceeds from the sale of those items must be paid to the supplier within 7 days of the sale of those items,
 - b. if any goods/services are not to be sold off, the full amount of all outstanding invoices, including all penalties and charges (less any amount received during the selling off process) will still be due to the supplier within 1 month of the closure of business, if there are no funds available to settle this debt in full, the debt will pass personally to each and every owner/director/partner/member and must still be settled in full within 1 month,
 - c. wherein the closure of business results in the sale of assets, the supplier is entitled to 100% of all outstanding invoices, including all fee's and charges before any of the proceeds are divided amongst other creditors.

7. **Your right of cancellation**

- i. You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods (see below).
- ii. To exercise your right of cancellation, you must give written notice to the Supplier by hand, or post, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.
- iii. Except in the case of faulty or mis-described goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown on the. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or mis-described goods we shall, after receiving notification in accordance with clause 8.3 or 8.4, either collect the goods from you or ask you to return the goods yourself and possibly refund you the reasonable postage costs.
- iv. Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.
- v. Except in the case of faulty or mis-described goods, if you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.
- vi. You do not have the right to cancel the contract if the order is for computer software which has been unsealed by you, or for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

8. **Warranty**

- i. All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.
- ii. This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.
- iii. If the goods supplied to you are damaged or any item missing/incomplete on delivery, you must notify the Supplier within 48 hours.
- iv. If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier as soon as possible, but in any event within 14 days of the date you discovered or ought to have discovered the damage, defect or complaint.
- v. If a product that was faulty at the time of sale is returned to the retailer, the buyer is legally entitled to: A full Refund, if this is within a reasonable time of the sale (Doncaster Computer Repairs deems this to be 7 days). After 7 days a replacement product or credit note (to the value of the replacement) will be offered.
- vi. It is the responsibility of the buyer to return and collect goods to / from the supplier's premises
- vii. Items purchased at a special or reduced price for reasons that prevent them from being sold as new are sold with a 30 day warranty only. These items may be second user, refurbished or discontinued stock. They may be missing drivers, manuals, cables and accessories. All items are tested working.
- viii. Any items which are returned under the warranty and are found to be in a working condition will be charged a testing fee of £25 or 25% of the value of the goods, whichever is the greater.

9. **Limitation of Liability**

- i. Subject to 9.ii below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:
 - a. there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;
 - b. such loss or damage is not a reasonably foreseeable result of any such breach;
 - c. any increase in loss or damage resulting from breach by you of any term of this contract.
- ii. Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.
- iii. If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

10. **Returns Policy**

- i. It is the responsibility of the buyer to return and collect goods to / from the Supplier's premises.
- ii. The goods cannot be returned unless an RMA number has been requested and obtained from the Supplier and the package clearly marked on the outside with this identification.
- iii. If the returned goods received by the Supplier are not in a sellable 'as new' condition, then the Supplier reserves the right to make a charge for restocking and resale at a price that is less than that charged for the goods if sold as new. This charge will vary according to the condition of the returned goods.
- iv. Computer Systems built to the customer's individual specifications are exempt from the right to cancel under the Distance Selling Regulations.
- v. If the buyer properly rejects any of the goods in accordance with the Distance Selling Regulations within 7 working days in writing, the buyer shall nonetheless be responsible for the return cost of the goods.
- vi. Non-faulty items returned to our premises complete in the original packaging together with manuals and software disks within 7 working days of purchase may obtain a credit note. Goods must be sellable as new in order to qualify for a credit note. All software must be unused and sealed within the original packaging. Outside of 7 working days, non faulty items will not be exchanged or a credit note offered under any circumstances. Full refunds will not be considered if the goods are damaged in any way and seals broken invalidating any warranty.
- vii. Doncaster Computer Repairs gives no assurance as to the mutual compatibility of components sold on any single invoice. It is the responsibility of the buyer to ensure that the goods purchased are suitable for the purpose intended. Advice sought by the customer from the Supplier in this respect may be given but cannot be relied upon by the customer or guaranteed by the Supplier unless the Supplier has access to the working system and the ability to carry out a full inspection of any software or operating system.
- viii. Credit notes must be used within six months of the date of issue. Credit notes over six months old are invalid.

11. Data Protection

- i. The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.
- ii. In the event of ongoing contractual maintenance, any and all DATA that the supplier may have access to will be handled appropriately. Copies may be transmitted or stored by the supplier for backup, diagnosis or inspection. Any DATA that is discovered which may be of an illegal nature will be handed over to the relevant authorities to aid in their investigations.

12. Images

- i. Product images are for illustrative purposes only and may differ from the actual product.