

Terms and Conditions & Warranties

Please Take the time to read our terms and conditions. Adhering to our terms & conditions will/shall enable smooth transactions and correction(s) in the event of things going wrong. Please note that purchasing goods from us and/or having work carried out by us means you are agreeing to our terms and conditions. If you do not agree to our terms and conditions, please do not purchase goods or commit to services/repairs to be carried out by ComputerFixes.

TERMS AND CONDITIONS & Warranties

DEFINITIONS · "We" and "Us" refer to ComputerFixes and shall be interpreted accordingly. · "You" means the customer, their employees or agents seeking to purchase Goods from Us and shall be interpreted accordingly. · "the Goods" means new, used & refurbished goods and parts or accessories to be supplied by Us. · "Customer" means the party having the right to enforce the supply by ComputerFixes of Goods. · "Contract" means a contract under the terms of which Student Computer Support is liable to supply Goods. · "Additional Features" means removable and interchangeable items on products. **IF YOU DEAL AS A CONSUMER ANY PROVISION OF THESE TERMS WHICH IS OF NO EFFECT SHALL NOT APPLY. CONSUMER STATUTORY RIGHTS ARE NOT AFFECTED BY THESE TERMS.**

THE CONTRACT All orders are accepted by Us only under these General Terms & Conditions of Business that may not be altered other than with our prior written agreement. Quotations are invitations only and are to be treated as such. Orders once instructed to Us may not be suspended or cancelled without Our prior consent in writing. We shall not be liable for any misrepresentation made by us, Our employees or agents to you as to the nature of suitability of the condition of the Goods unless the representation is made or confirmed in writing by us. Except when Goods are supplied on Our express advice given in writing that they are suitable for any particular purpose, it shall not be a term of a Contract that Goods are sold as fit for any particular purpose and this is notwithstanding that We may have, or be deemed to have, knowledge of the purpose for which the Goods are required. Whilst we take reasonable care to ensure that the intellectual property rights of third parties are preserved we give no warranty as to the intellectual property rights of any software application packages that may accompany the Goods. You must make regular back ups and in any case back up before sending equipment for repair.

SERVICES The Contract will be made when Your authorized representative has instructed Us to undertake the Repair Services set out in Our quotation. **If you** do not accept a quotation We reserve the right to make a fault analysis and handling charge. **We reserve** the right to replace the whole or any parts or accessories of the Equipment and to use new, second user, or reconditioned parts. You are strongly recommended to adopt and implement comprehensive back up procedures as We will not be liable for any damages whatsoever whether direct or indirect (including any liability to any third party) resulting from the loss of or damage to data or software application occurring as a result of the Repair or Handling Service whether such loss or damage is caused by Our negligence or otherwise. We hereby undertake to repair and redeliver to the customer, any Item returned under this Agreement. Rectification of design faults is not covered by this Agreement. Quoted times are always expressed in working days, which for the purpose of this Agreement shall mean Monday to Fridays, excluding UK bank or other public holidays. Repair times are subject to parts availability. **A Contract** for the supply of Goods shall not come into existence until We receive an order or written instruction from you accepting our quotation and these Terms and Conditions of Business. **Unless agreed** by Us in writing and endorsed on Our consignment note, Goods are not supplied on a sale or return or trial basis. **It is the Customers** responsibility to check the compatibility of the Goods being ordered. **We do not** accept any

responsibility for incorrect items being purchased or any damage caused as a result. To the same effect any items that are incompatible and returned will not be refunded. **If on arrival** items are found to be faulty then We shall replace or refund the said item as long as the conditions in this contract have been met. **Goods ordered** may come with additional features which may need to be interchanged for the laptop model. These additional features when received with an item are deemed as an uncharged extra and if they are incorrect for the laptop model the item will not be classed as faulty. **PACKAGING Both the** Customer and we shall ensure that the Item is suitably packed to ensure safety in transit. **The price** of the Goods shall be as stated or quoted and includes the cost of parts and VAT. Delivery is charged independently of the Goods cost. An additional charge will be made if: a) payment is accepted by Credit or Charge Card b) You request a method of delivery other than road freight carrier on 'Next Day' delivery.

c) We are not VAT registered. **Goods and/or** Equipment will not be released until we are in receipt of cleared funds for all sums due to Us. Credit is granted and may be reviewed at any time in Our discretion and may be withdrawn by us without either giving any reason for so doing or thereby incurring any liability to the Customer We reserve the right to refuse to execute any order or contract if the arrangements for payment of Your credit rating is not satisfactory to Us. If the Customer takes Goods and/or Services from Us in excess of the Customer's credit limit we may require payment on demand for such excess goods. You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason whatsoever. **DELIVERY When We** are required to deliver Goods we shall have the sole discretion as to the mode of transport to be adopted. **When the** Goods or Equipment are delivered to the address/delivery point specified by You the risk of the Goods or Equipment shall pass to You on delivery. **Delivery dates** are given in good faith but are estimates times only. Time for delivery shall not be of the essence of the contract. **We shall** not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party resulting from any delay by Us in delivery of the Goods or failure to deliver the Goods in a reasonable time whether such a delay or failure is caused by Our negligence). **RECEIPT AND RETURN OF ITEM(S) TO THE CUSTOMER(S)**

Signature of the carrier's delivery note indicates that the Goods have been delivered and accepted in good condition **Any damages/loss** must be reported to Us within 24 hours of receipt of delivery. The original packaging must be retained with the article until further instructions are provided. Please be aware that if the consignment has been signed stating that the delivery was received in good condition We will be unable to uphold any claim(s). **You shall** inspect the Goods and/or Equipment at the place and time of unloading. Our liability for short goods delivery is limited to making good the shortage. We shall not be liable for any damages whatsoever for short goods delivered howsoever caused and You remain liable to pay the full invoice price of all Goods delivered or available for delivery. **Unless You** retain and make available for inspection the Goods and/or Equipment and their packaging we will not be liable for any loss or damage in transit. **The liability** of Us under Our warranty in relation to Goods shall be subject to the Goods having been used and maintained wholly in accordance with the manufacturer's instructions and to their not having been repaired or altered other than by Us. **Missing** parts, physical damage, modification, attempted dismantling and/or misuse shall void the original warranty. **All Items** are covered by a 7day RTB (return to base) warranty. Meaning all Goods must be returned to ComputerFixes within 7 days of the Goods being dispatched. **We will** replace any item where our warranty is confirmed as valid at no extra cost to the Customer, apart from RTB handling. Any warranty claim that cannot be replaced may be replaced with an equivalent replacement or an alternative refund will be offered. **TITLE OF PROPERTY AND RISK The title** to the Goods shall remain with Us until You pay all sums owing to Us whether in respect of this contract or otherwise. We reserve the right to sell such goods if invoices or services remain unpaid after ninety (60) days. Outstanding invoices and any other costs incurred to recover said services or invoices will be due in full. The risk in Goods supplied by Us shall pass to the customer on delivery of the Goods to or to the order of the Customer in accordance with the terms of the

Contract. **We shall** be entitled to recover the price of the Goods including VAT even though the property in any of the goods remains with Us. **We shall** be entitled at any time to recover any or all of the Goods in Your possession to which We have title and for that purpose You will on request deliver up Equipment containing Goods. We, Our servants or agents may with such transport as is necessary enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated. **When payment** for Goods is overdue or the Customer suffers distress or execution to be levied against his or its effects, makes an arrangement or composition with creditors or, being a corporate body, enters into liquidation (otherwise than for the purpose of amalgamating or reconstruction where the corporate body, as amalgamated, accepts in full the Customer's liability of pay for the Goods), or has a receiver appointed for the whole or any part of its undertaking or, being an individual, has a receiving order in bankruptcy made against him, then: a) If the Customer remains in possession of the Goods, whether or not the Customer has sold them We shall be entitled to recover the Goods from the Customer or b) If the Customer has parted with possession of the Goods by way of sale, whether or not the Goods have been mixed with or incorporated into other Goods, the Customer having sold them as fiduciary bailee, shall hold in trust for Us so much of the proceeds of sale of the Goods as represents the Customer's liability to Us in respect of them. **12. LIABILITIES In this Clause "the Defect"** shall mean the condition and/or any attribute of the Goods and/or any condition or circumstance arising from Our provision of the Goods and/or any other circumstances which but for the effect of these Terms would have entitled You to damages. **Nothing in** these Terms shall exclude or restrict Our liability for death or personal injury resulting from Our negligence or Our liability for fraudulent misrepresentation.

If You accept as a Consumer any provision of these Terms which is of no effect shall not **If You** accept as a Consumer any provision of these Terms which is of no effect shall not apply. The Statutory rights of a Consumer are not affected by these Terms.. **If the** Goods are not manufactured by us or have been processed by a third party whether at Our or Your request Our liability in respect of any defect in workmanship or materials of the Goods will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods and We will assign to You any assignable rights We may have from or against the manufacturer or third party. **Except where** You deal as a Consumer You will unconditionally fully and effectively indemnify Us against all loss damages penalties costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion of the extent that such a loss damage costs and expenses are due to Our negligence. **Without prejudice** to any other provisions in these Terms in any event Our total liability for any one claim or for the total of all claims arising from any one act of default on Our part (whether arising from Our negligence or otherwise) shall not exceed the price of the goods the subject matter of any claim or claims or at our discretion such sum as is the limit of liability laid down by Our insurers in respect of such claim or claims whichever is the greater. **13. NON-PAYMENT If You fail** to pay any invoice or any sum due to Us under any contract on the due date or Your credit limit is exceeded or there is a material change in Your constitution or You commit a material breach of this contract and fail to remedy that breach after being requested to do so all sums outstanding between You and Us under this and any other contract shall become immediately due and payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):- (a) require payment in cleared funds in advance. (b) Charge and recover from the Customer interest on the monies outstanding at the rate of 4 per cent above Lloyds TSB's base rate in force from time to time from the due date of payment after as well as before judgment. (c) Cancel or suspend its performance of the Contract to which the invoice relates . (d) exercise any of Our rights pursuant to that Clause. (e) Terminate this or any other contract with You without liability on Our part Except where You deal as a Consumer You shall reimburse our costs including legal costs on an indemnity basis which We incur in seeking legal advice or taking legal proceedings to enforce

Our rights under this contract including but not limited to recovery of any sums due. f) If your goods are with ComputerFixes, they must be collected within 7 days of the work having been completed, unless otherwise agreed. A storage charge of £2.00 per day will apply thereafter. Any items not collected after the agreed time period will be recycled and any monies as a result will be used to settle any outstanding account owed to ComputerFixes.

g) Completion of work - The work is deemed completed after ComputerFixes advises the customer that the agreed work has been finished and payment has been received from the customer for the completed work.

construction, validity and performance of a Contract shall be governed and interpreted according to the Law of England and You agree to submit to the exclusive jurisdiction of the English Courts in any dispute or difference arising between the customer and Us in relation to a Contract **The headings** in these terms are for convenience only and shall not affect their

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Except as provided otherwise in these Terms We shall not be liable for any delays or failures to perform any of Our obligations under this contract due to any cause beyond Our reasonable control including industrial action. **Failure by** Us to enforce a term of a Contract as soon as it may be enforced shall not prevent the subsequent enforcement of that or any other term of the Contract. **The non-enforcement** by Us of any of the terms of a Contract shall not constitute a waiver unless this is stated by Us in writing. **If any clause** or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect. **We may** assign or sub contract all or any of Our obligations under this contract to a competent third party. **Termination** of this contract shall not affect rights and obligations, which have already accrued at the time of termination. **A person** (a "third party") who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such third party. This does not affect any right or remedy of such third party, which exists or is available irrespective of the said Act.

15. Shipping And Handling We only deliver and subsequently only except payment from countries in the United Kingdom, European Union and the United States of America. Any orders placed outside these locations will be rejected immediately.

Privacy ComputerFixes do not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party. Cookies are used on this shopping site to keep track of the contents of your shopping cart, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' Option. They are also used after you have logged on as part of that process. You can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If you turn off cookies, you will be unable to place orders or benefit from the other features that use cookies. Data collected by this site is used to: a. Take and fulfill customer orders b. Administer and enhance the site and service c. Only disclose information to third-parties for goods delivery purposes.

All about Warranties

New Goods Standard Warranty

All new goods come with 12 months manufacturers warranty.

If we are unable to replace/repair goods you will receive a full refund.

All hardware repairs not mentioned above come with 90 days warranty.

Hardware repair warranties:

All hardware repairs – installations dc socket repairs, screen, keyboards, motherboards, inverters, video flex cables, cpu, ram, etc installations, - come with a 90 day warranty. As stated above, all new hardware goods supplied come with a 12 month warranty.

Software/games warranties: We offer limited warranty against games and software failure.

Mainly you have to take it up with the manufacture. Also, if we supply software in a sealed box

or container, you will not be able to receive a refund on opened goods. Refunds only given on unopened goods.

We do not offer warranty on any software repairs undertaken.

Laptop/PC warranties:

All new laptops sold by ComputerFixes come with 12 months manufacturer warranty – unless stated otherwise (dell and many other manufacturers offer extended warranties up to 3 yrs)

All refurbished laptops and PCs sold by ComputerFixes come with a 3 month warranty – unless otherwise stated [this excludes cracked screen faults and accidental damage]

All laptops and PCs sold as second user from ComputerFixes come with 30 warranty unless otherwise stated [this excludes cracked screen faults]

Items sold on eBay: all laptop and computer parts sold on eBay that are either refurbished or second user come with a 7 day DOA – dead on arrival/ 30 day warranty. No other warranty is implied

All laptops/PCs – Refurbished – sold on eBay come with 90 day warranty

Refurbished laptop/PC parts: all laptops and pc parts and accessories sold by ComputerFixes come with a 90 day warranty unless otherwise stated.

Standard Warranty Policy

When purchasing goods from the ComputerFixes website site, customers are entitled to assume: -

- The goods they are purchasing are of satisfactory quality.
- The goods are fit for all purposes for which they are supplied.
- The goods are safe and durable.
- That where any written description is applied to goods, the goods match that description.

[If the above are breached within 30 days, the customer may be entitled to refund, repair or replacement. Once 30days have passed, then 90 days warranty applies.]

Nothing in this policy shall affect the statutory rights of any consumer.

Instructions:

If a customer has a problem with their purchase – remember no refunds to be given on none faulty goods. The customer may request either a credit note – see your manager – to spend in any of our branches or they can exchange purchased none faulty goods for something else of the equivalent value. If the value of the product the customer wishes to exchange is less then the product purchased, they will receive a credit note for the difference.

If the customer has a problem with the product they purchased from us, you will book said item in for us to either attempt a repair/replace. If we are unable to achieve either a repair or replacement of product, then and only then will a refund be issued.