



Computer Troubleshooters - Tonbridge
Steve Rice Ltd registered in Cardiff 5399171
Registered office: 188 High Street Tonbridge TN9 1BE
21 Elm Grove, Hildenborough, Tonbridge, TN11 9HF 01732 300064

Terms and Conditions (v1.0 240407)

1. General

- 1.1 These Conditions shall supersede all earlier conditions of Computer Troubleshooters – Tonbridge.
- 1.2 These Conditions shall take precedence over any conditions of the Customer and shall not be varied without the written consent of a partner of Computer Troubleshooters.

2. Definitions

- 2.1 "CTS" means Computer Troubleshooters – Tonbridge of 21 Elm Grove, Hildenborough, Tonbridge, TN11 9HF.
- 2.2 "Customer" means the person, firm or company buying or agreeing to buy goods and services from CTS.
- 2.3 "Computer System" means the sale by CTS of an assembled package of components provided as a working system. This MAY or MAY NOT include preinstalled software.
- 2.4 "Price Paid" means the price paid by the Customer for the Product excluding carriage and any credit surcharge. The Price Paid is stated on the Customer's Invoice or receipt.
- 2.5 "Order Confirmation" means the acknowledgement of the Customer's order sent to the Customer by CTS.
- 2.6 "Product" means any computer components supplied to the Customer by CTS but EXCLUDES software.

3. Prices and Ordering

- 3.1 Unless otherwise stated all prices are exclusive of value added tax, delivery, insurance and installation.
- 3.2 The price payable by the Customer will be the price current at the date of the order.
- 3.3 Reservation of Products does not constitute an order and is not binding on either party.
- 3.4 Orders are accepted in writing, Internet, telephone or fax. Orders are only binding when the customer receives an Order Confirmation in writing. Please check the Order Confirmation carefully and notify CTS of any mistakes at once, or the Order Confirmation will apply.

4. Payment

- 4.1 Payment is due on demand and in any event must be made within 14 days of the invoice date.
- 4.2 CTS may charge interest on overdue accounts at the rate of 2% per month calculated on a daily basis until actual payment.

5. Delivery

- 5.1 Any delivery date stated is only a warranty by CTS to use reasonable endeavours to effect delivery by that date. No liability will be accepted by CTS for failure to meet a stated delivery date.
- 5.2 Where Products supplied by CTS are delivered at the risk of CTS. Customers must make a claim for damage or loss of the goods in writing:-
 - 5.2.1 if a Product is damaged, within 72 hours of delivery; and
 - 5.2.2 if a Product has been lost or is short, within 48 hours of delivery.
- 5.3 No claim for loss or damage will be allowed if the Customer claims outside the above time limit.
- 5.4 Where Free Delivery and Set Up is quoted this is limited to a delivery within a 5 mile radius of our CTS business address and to a maximum of 1 hour time limit. Any additional time or return visits will be charged at normal service rates.

6. Consumer Rights

- 6.1 If a system has been assembled by CTS to the Customer's specification, or the Customer has assembled or tried to assemble any of the goods, then goods cannot be returned unless faulty.
- 6.2 If a Customer wishes to return Products not covered by clause 6.1 then such Products will be accepted at the discretion of CTS. The Customer must obtain a RMA number from CTS and quote this when returning the goods. The Customer will be credited with the current market price.

7. Guarantee

- 7.1 If within 12 months of being delivered in any defect in any Product is discovered which is directly due to faulty goods or workmanship, or if a valid claim is made under 5.2 above, then CTS shall at its option repair or replace the Product free of charge for labour and materials.
- 7.2 A Product covered by a direct warranty from the manufacturer is not covered by this guarantee. The Customer will receive a warranty direct from the manufacturer and should claim under this warranty.
- 7.3 The Customer should return the Product in its original packaging to CTS at the address above. Prior authorisation must be obtained for any returns by contacting CTS customer services and obtaining a RMA number, which must be quoted in any correspondence.
- 7.4 All Products other than a Computer System are sold as individual components. All returns must comprise of only the defective Product.
- 7.5 If any item is returned which is found not to be faulty by our technicians, then a charge will be made for testing, packaging, return carriage, insurance and administration.
- 7.6 This clause does not cover the modification or correction of any software, including Operating Systems and Drivers, or other software supplied by us. Software warranty is limited to faulty materials only and not to the use or suitability of the software.

8. Limitation of Liability

- 8.1 CTS accepts liability for any private property loss or damage, death or personal injury caused directly by the negligence or deliberate misconduct of CTS or its employees. Except for death or personal injury, this liability shall be limited to the lesser of £250,000 or the Price Paid.
- 8.2 CTS shall not be liable for any financial consequential indirect or other losses suffered by the Customer or any third party whether such loss arises in contract or tort or in any other way.

9. Uncontrollable Events and Delays

- 9.1 In case of delays caused by circumstances beyond the control of CTS or its suppliers. CTS shall have the right to either suspend delivery or to cancel the contract without liability.
- 9.2 Examples of Uncontrollable Events are (by way of example and not limited to) strike, lockout, riot, revolution, war, epidemic, working difficulties, transportation difficulties, fire, and failure of suppliers or official regulations.

10 **Customers Obligations**

10.1 You are responsible for your own choice of Product and the suitability for any particular purpose. You must ensure that any Products are compatible.

10.2 You must provide reasonable courtesy information and co-operation to CTS and its staff at all times.

11 **Title and Risk**

11.1 Until full payment has been received by CTS for all Products whatsoever, supplied at any time by CTS to the Customer:-

11.1.1 property of the Products shall remain in CTS;

11.1.2 the Customer shall store the Products in such a way that they can be readily identified as being the property of CTS, and at all time in accordance with CTS recommendations;

11.1.3 subject to 11.1.4 and 11.1.5 below the Customer shall be at liberty in its own name (but not on behalf of or in the name of CTS) to sell the Products in the ordinary course of business, on the basis that any proceeds of sale shall be the property of and be held on trust for CTS;

11.1.4 CTS may at any time suspend or revoke the Customers power of sale by notice in writing to the Customer if the Customer is in default for longer than 14 days in payment of any sum whatsoever due to CTS or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the Customer is dishonoured on presentation for payment;

11.1.5 The Customer's power of sale will automatically determine if a Receiver is appointed over any of the assets or the undertaking (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy;

11.1.6 Upon revocation of the power of sale under clauses 11.1.4 and 11.1.5 above the Customer shall place the Products at the disposal of CTS, who shall be entitled to enter upon any premises or the Customer for the purposes of removing the Products from the premises.

12 **Miscellaneous**

12.1 If any part of these Terms and Conditions are found to be invalid or unenforceable by a court the rest are unaffected.

12.2 This contract will be effected under English Law.