

**COTSWOLD COMPUTER MEDIC
ONLINE TERMS & CONDITIONS OF SALE**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

“Computer System”	means any individual computer, laptop, series of linked computers on a network which are situated at the same premises or any computer accessories whatsoever (including but not limited to) printers, keypads, or mice;
“Contract”	means any contract for the sale of goods and/or the supply of services between us and you into which these Conditions are incorporated;
“Conditions”	means the standard terms and conditions of sale set out below and as amended from time to time;
“Goods”	means the any of the goods and/or services which we shall supply in accordance with these Conditions, including but not limited to software, hardware, upgrades, installations, repair or replacement of parts, remote access set up or any other goods or services whatsoever provided or as described on our Website from time to time;
“we”	means Cotswold Computer Medic and our affiliates, subsidiaries, agents or contractors acting on our behalf, and “us” and “our” shall be construed accordingly;
“Website”	means the website domain name www.cotswoldcomputermedic.co.uk ;
“you”	means the customer who places the order and whose details are entered on our Website and “your” shall be construed accordingly;

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 All rights expressly reserved by or granted to us by these Conditions shall be without prejudice to any other rights which we may have from time to time.

1.4 Unless expressly stated otherwise, where rights and decisions are to be exercised or made at our discretion, then we shall be under no duty or obligation to you to justify or provide a reason for the decision.

1.5 Unless expressly stated otherwise, where our prior written consent is required in these Conditions, then we shall be under no obligation not to unreasonably withhold or delay in giving that consent.

2. BASIS OF SALE

2.1 These Conditions shall apply to all Contracts for the sale of Goods by us to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply, and no variation of these Conditions shall be binding unless agreed in writing by us.

2.2 By requesting we supply the Goods to you, you are accepting and agreeing to be bound by these Conditions.

2.3 Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by us in writing. In entering into a Contract you acknowledge that you do not rely on any such representations which have not been confirmed.

2.4 Each order placed for Goods shall be separate from all other orders placed and be deemed to constitute a separate Contract.

3. ORDERS AND SPECIFICATIONS

3.1 Once you have confirmed the Computer System problem to us and we have carried out an initial inspection of your Computer System we will inform you in writing or verbally of what Goods need to be supplied.

3.2 Our quotes will be open for a period of 7 days. To accept a quote for us to supply you with the Goods you must confirm any order to us within this time.

3.3 All orders are subject to our ability to satisfy the requirements of your order and we reserve the right to refuse to accept an order or any part of an order where we are unable to fulfil it.

3.4 You shall be responsible for ensuring the accuracy of any details or information you provide us regarding your Computer System and we shall have no liability whatsoever to you for any error or omission you make in providing us with false or misleading information.

4. PRICE OF THE GOODS

4.1 We will provide you with a costs estimate at the same time as undertaking the work in accordance with Condition 3.1.

4.2 Whilst we can provide fixed prices for some Goods, it may be necessary to estimate for Goods on an hourly basis. This estimate is not intended to be fixed and if we become aware that the costs of the Goods will exceed the initial estimate, we will provide you with a revised estimate.

4.3 In supplying the Goods in accordance with Condition 5, if we discover that further Goods need to be purchased from us, we will provide you with a new order and estimate for you to confirm which will constitute a separate contract.

5. SUPPLY OF GOODS

5.1 We will provide you with a date by which we aim to supply the Goods to you once we have receiving confirmation of your order (in accordance with Condition 3.2). Any times quoted are approximate only and you will not have the right to terminate the Contract for the late supply of Goods. We will endeavour to keep you informed if we envisage any delay in supplying the Goods to you but will not be liable to you for any consequence suffered as a result of the delay.

5.2 Where we purchase any Goods from a third party on your behalf you will be liable to pay us for those Goods which have been purchased.

5.3 Goods will be deemed supplied to you on the occurrence of one of the following events:-

5.3.1 purchased in accordance with Condition 5.2; or

- 5.3.2 have been physically installed on your Computer System;
- 5.3.3 have been transmitted to your Computer System electronically
- 5.4 Once Goods have been supplied to you, you will become responsible for the Goods and save where we are not in possession of the Computer System we will not be liable for any damage or loss which occur to the Goods.
- 5.5 Notwithstanding the supply and passing of the responsibility in the Goods to you under Condition 5.4, you will not own the Goods until we have received, in cleared funds, payment in full for the price of the Goods. We shall be permitted to enter your premises or any premises where the Computer System is located to recover any Goods or remove those Goods from your Computer System that have not been paid for.

6. PAYMENT

- 6.1 Once the Goods have been supplied we will send you an invoice for the Goods.
- 6.2 All prices will be inclusive of any applicable value added tax (at an amount from time to time in force) which shall be added to the total cost of the Goods.
- 6.3 Invoices will be due for payment within 30 days of the date of the invoice. All payments are to be made in full with no deduction whatsoever.
- 6.4 Where any payment remains outstanding after the date calculated in accordance with clause 6.3, we reserve the right to charge you interest (as well after as before any judgment) on the amount unpaid at the rate of 3% per annum above Barclays Bank plc base rate from time to time, accruing pro rata on a daily basis until payment is made in full.
- 6.5 In the event that any balance remains outstanding on any Invoice, we will be entitled to refuse to accept any more orders for Goods until payment on all outstanding invoices has been received.

7. WARRANTIES and LIABILITY

- 7.1 Subject to the following provisions:
 - 7.1.1 we warrant that the Goods will be of satisfactory quality, fit for their normally intended purpose and will be free from defects in material workmanship for a period of 12 months from the date of their initial use or delivery, whichever is the first to expire;
 - 7.1.2 where you make a valid claim to us in respect of any of the Goods supplied which is based on either a defect in the quality or condition of the Goods or a failure to meet the specification ordered, you will have the option of either having replacement Goods or a full refund of any price paid.
- 7.2 The warranties given in Conditions 7.1.1 and 7.1.2 above are subject to the following conditions and we shall be under no liability to you in respect of:
 - 7.2.1 any defect in the Goods arising from any drawing, design or specification which was supplied by you or which have been downloaded from a public domain (including but not limited to "freeware" or "shareware") for which we have no control over and is supplied on an "as is" "as available" basis;
 - 7.2.2 any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval or failure to maintain the Goods in accordance with instructions from us or the third party supplier who provided the Goods;
 - 7.2.3 any attempt made by you or any third party to remedy a defect before the Goods in question have been returned to us for inspection, (if so required);
- 7.3 Any Goods you allege to be defective shall be stored in a safe place by you until such time that we are able to carry out a further inspection of the Computer System and rectify the defect;
- 7.4 Save for already provided in this Condition 7 our liability for death or personal injury caused by our negligence shall be unlimited and for all other loss or damage which you may suffer or incur in connection with the supply of Goods under this Contract caused by a natural and reasonably foreseeable consequence for which we are at fault or negligent, our liability shall be limited to one and a half times the price paid for the Goods.
- 7.5 Notwithstanding Condition 7.4, where we are in possession of your Computer System in order to provide the Goods, we agree to take reasonable care of and assume responsibility for your Computer System during this period.
- 7.6 The provisions of this Condition 7 shall survive any termination of the Contract.
- 7.7 The exclusions from and limitations of liability set out in this Condition 7 shall be considered separately and individually from one another and the validity or unenforceability of any one clause or sub-clause of this Condition 7 shall not affect the validity or enforceability of any other part of this Condition 7.

8. YOUR LIABILITY

- 8.1 Under the Contract with us, you shall be responsible for the following obligations:
 - 8.1.1 saving, making copies of or backing up all and any data or information which exists on your Computer System before we provide you with any Goods, which may unintentionally result in the loss of any data or information, for which we cannot accept any responsibility or liability;
 - 8.1.2 complying with any licensing requirements of Goods installed on to your Computer System, including but not limited to continued maintenance, updates, revisions of such Goods and in addition any licence, distribution or restriction of use imposed on such Goods;
 - 8.1.3 that your Computer System is compatible with any Goods we have supplied on the basis of your express request which we have not advised or recommended that you purchase;
 - 8.1.4 ensuring that any premises we enter onto are safe and fit for us to perform our obligations under the Contract.
- 8.2 You agree to reimburse us for any losses, damages costs or expenses incurred by us in respect of any claim action or dispute made by a third party in connection with or in any way arising out of this Contract for which you are liable or as a reason of any negligence or wilful acts conducted by you or for which you are responsible.

9. INTELLECTUAL PROPERTY

Any Copyright, Trade Marks or other intellectual property howsoever arising in any of the material which originates from us, including but not limited to pre-contract documentation, text, images, research papers or electronically stored source code for the manipulation, transmission, presentation of information shall remain vested in us unless we have expressly stated otherwise in a written assignment or licence agreement that we may enter into with you under separate terms.

10. REFUNDS AND CANCELLATIONS

- 10.1 The sale of Goods under this Contract to consumers (individuals buying other than for business purposes) is subject to the Consumer Protection (Distance Selling) Regulations 2000. Accordingly, if for any reason you no longer want the Goods you have the right to cancel the Contract at any time from when you placed the order up until seven working days from the day after the Goods were received. This right does not apply to Goods which are bespoke or personalised in any way.
- 10.2 Where you wish to cancel the Contract, you must notify us, in writing, within the time specified in clause 10.1 above otherwise you shall not be entitled to cancel the Contract, save where Goods are defective.
- 10.3 You are under a duty to take reasonable care of the Goods whilst you are in their possession and they must be returned to us in the same condition in which they were received by you. Where Goods, such as software on CD-ROMs are sealed ('shrink wrapped'), if you break the seal, you will be deemed to have accepted the Goods and shall not be entitled to return the Goods to us in accordance with this clause 10.
- 10.4 The Goods must be returned to us (at your cost) with all packaging and details of your order (i.e. purchase number). We recommend that the Goods are sent by recorded post and insured as we will not be liable to provide you with a refund where we do not receive the Goods or if they are damaged due to your failure to package the Goods securely.
- 10.5 Where we accept the returned Goods, we shall re-credit the account used to pay for the Goods, at the price you paid for the Goods within 30 days from being notified of your intention to cancel.
- 10.6 In the event that you notify us of your intention to cancel the Contract and then fail to return the Goods to us, we shall arrange for the Goods to be collected and you will be liable for the cost of collection.
- 10.7 Clauses 10.1 to 10.6 shall not apply where you purchase Goods other than as a consumer. Accordingly, we will only accept return of the Goods where they are defective or not in accordance with your order and your sole remedy shall be a full refund or repair or replacement of the Goods as appropriate.

11. TERMINATION

- 11.1 Either you or us may terminate the contract with the other party with immediate effect (or we may suspend the provision of Goods to you, until rectified to our satisfaction) if any one of the following events occurs:
- 11.1.1 you or we are in breach of any of Condition contained in the Contract and such breach either cannot be remedied or has not been remedied within 30 days of the other party requesting that such breach be remedied; or
- 11.1.2 you or we make or enter into any voluntary arrangement, become bankrupt, insolvent or commit any other act of bankruptcy;
- 11.2 If we are unable to supply the Goods to you for any reason or there is a delay in us providing the Goods to you, either party may terminate the Contract by notifying the other party in writing giving not less than 5 days notice.
- 11.3 Notwithstanding the rights of termination above:-
- 11.3.1 if the Goods have been ordered or delivered but not paid for, the price of the Goods or any balance (where Goods have been part paid for) shall become immediately due and payable; and
- 11.3.2 any Computer System or Goods paid for (and in our possession) shall be promptly returned to you, notwithstanding any previous agreement or arrangement to the contrary.

12. GENERAL

- 12.1 We will not be liable to you or deemed to be in breach of this Contract by reason of delay or failure to perform any of our obligations if the delay or failure to do so is due to an act beyond our reasonable control.
- 12.2 These Conditions do not purport to confer a benefit on any third party and the Contract (Rights of Third Parties) Act 1999 is expressly excluded.
- 12.3 Neither you or us may assign or sub-contract any of your rights or obligations under these Conditions or any related order for Goods to any third party unless agreed upon in writing by the other party.
- 12.4 No delay or failure to take action by us for any breach of the contract by you shall be considered as a decision by us to fail to take action or seek to remedy any subsequent breach of the same or any other provision.
- 12.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the Contract shall not be affected.
- 12.6 Any notice shall be deemed received 48 hours after sending the notice by first class post to the address of other party which has been provided under this Contract.
- 12.7 The Contract and these Conditions shall be governed by the laws of England, and you agree to submit to the non exclusive jurisdiction of the English courts.