

## **COMPUTER SCENE LTD TERMS AND CONDITIONS**

### **GENERAL**

These terms and conditions apply to all transactions on this site and only apply to Computer Scene Ltd website. We advise you to read them carefully and regularly. We may modify this agreement at any time to the extent necessary to comply with the current law. If you do not accept these terms and conditions, please do not use this website. They do not affect your statutory rights.

This website is owned and maintained by Computer Scene Ltd. Access and use of this website is at the users own risk. Whilst we have taken all reasonable steps to ensure the accuracy of the information on this site, we give no warranty and make no representation regarding the following:-

- a) The accuracy of the website.
- b) We accept no liability for any loss or damages as a result of errors or omissions contained in this website.
- c) We cannot guarantee the website will have no interruptions and we cannot accept that the use of the website or any material downloaded from it will not cause damage to your property including loss of data or virus infections.

This website or any part thereof may not be reproduced, duplicated, copied, sold, resold or otherwise exploited without our express written consent.

All brand names, product and service names and titles and copyright used in this site are trademarks, trade names, service marks or copyright of their respective holders.

Whilst every effort will be made to meet all customer demands we cannot be held responsible for situations out of our control or forces of nature, war, labour strikes.

The Customer agrees not to assign or transfer this Agreement or any of its rights herein without prior written consent of Computer Scene Ltd

### **AGE LIMITATION**

Computer Scene Ltd do not sell products for purchase by children. If you are under 18 involvement of a parent or guardian is required. If we reasonably believe that you are not legally entitled to order goods, we reserve the right to cancel your order.

### **PRIVACY**

The privacy of all our customers is extremely important to us. Therefore no personal information is sold, traded or given to any other company.

Computer Scene Ltd comply with the Data Protection Act 1988. You are able to access this website and browse our site without having to disclose your personal details. However, once you proceed to register, personal information about yourself will be required. Please note that because of the nature of the Internet, we cannot fully guarantee security and therefore should be aware that there are always small security risks in providing personal information on line. Once registered, personal information will be asked for such as your full name, address details of your credit card, telephone number and email address. This enables us to process your order and keep you advised of your order status.

We will not send your personal details to any third parties.

### **ORDERS**

All orders are subject to availability of the goods and the written acceptance by Computer Scene Ltds authorised representative. Any prior confirmation by Computer Scene Ltd by facsimile or telephone shall be deemed to be provisional only.

Property of the goods shall remain that of Computer Scene Ltd until payment in full thereof has been made by the customer.

While all reasonable care is taken to protect the confidentiality of your credit card details, Computer Scene Ltd cannot be liable if, through no fault of its own, these details are intercepted by and used by third parties.

We cannot guarantee the specifications, contents or colours are that as shown in the descriptions or illustrations. Weights, dimensions and capacities given are approximately only.

Once you have placed your order either by fax, post or email, you will receive confirmation of your order from us.

## **DELIVERY AND PRICES**

Unless otherwise stated, payment will be taken at the point of dispatch of the goods. However, we are unable to accept cards that are due to expire within 31 days of your order. The total cost of your order will be the goods plus VAT and delivery charges. Any costs incurred by your credit/debit card company are your responsibility.

Please ensure sure you take great care in completing your address and contact details accurately. Please allow 30 days for delivery. All orders will be delivered to the address indicated on the order form and must be in the United Kingdom (excluding Channel Islands) and also must be the same address that the credit card is registered to. If you are out when the courier delivers your goods, a card will be left asking you to contact them to arrange a mutually convenient time. If the order is to be collected, please advise us immediately. A valid signature will be required on collection or delivery.

In the unlikely event that you have not received your order, received the incorrect order or the goods are faulty within 30 days of the date of delivery, please inform us immediately. Whilst we endeavour to hold sufficient stock to meet all orders, we may have insufficient stock to supply or deliver the goods ordered. If this occurs, we will endeavour to advise you and return you the price paid for such goods within 30 days.

All prices and charges on this site are shown in UK pounds sterling. We make every effort to keep the delivery charges as low as possible. Please note occasionally an error can occur. If we discover an error whether it is in the price or description of a product you have ordered, we will ask you whether you wish to continue or cancel regardless of whether the order has been confirmed and your credit card charged. Computer Scene Ltd will not debit any monies from your chosen credit card until the goods have been dispatched. We reserve the right to change prices listed without notice to you.

We reserve the right to decline any orders. In the unlikely event this is the case, you will be advised and it will be without any charge to you. We will advise you if your payment details cannot be authorised for any reason and may invite you to pay by another method. Furthermore, please be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information we are entitled to do so.

Punctual payment is the essence of the contract. Provided that the customer has been granted credit facilities by Computer Scene Ltd settlement terms are net 30 days from the date of invoice in the absence of credit facilities having been granted by Computer Scene Ltd payment shall be in advance.

Computer Scene Ltd reserves the right to suspend deliveries where payment is not received or in accordance with any alternative terms of payment agreed in writing. Where payment is not made, the customer shall pay interest on any unpaid amounts calculated at 4% above Barclays Bank Plc's base rate for the time being in force calculated on a daily basis. In addition the customer shall re-imburse Computer Scene Ltd for all costs incurred in the collection of the debt or the recovery of the Goods. This includes Computer Scene Ltds Solicitors fees and disbursements on an indemnity basis.

Any times quoted for dispatch are to be treated as estimates only and without prejudice, although every endeavour will be made by Computer Scene Ltd to adhere to them. Quotations or offers of goods ex stock are subject to the goods being unsold at the time of receipt of the Customers written order. All dispatch dates are calculated from the date of acceptance of Computer Scene Ltd written order.

Unless otherwise agreed the goods are supplied in accordance with the Manufacturer's standard specification. Computer Scene Ltd reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders accepted for products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of the goods.

## **CANCELLATION AND RETURNS**

Orders may be cancelled by either post, fax or email and must be within 30 days of the date of delivery. If the goods

are returned due to a problem, please notify us to obtain an authorisation code. No goods will be accepted by us unless they have an authorisation code. We will advise you of the nominated courier service we use. All goods that are returned will be at your expense, unless goods are faulty or incorrect. If the goods are faulty, we will exchange or refund if the fault occurs within 30 days of delivery. Many products are packaged with the manufacturer's warranty and service information detailing specific terms and conditions. Manufacturers' warranties may vary from product to product.

### **GUARANTEES**

In respect of goods the subject of any warranty or guarantee given by the Manufacturers of the same, Computer Scene Ltd guarantees to the customer that such goods will be free from defects caused by faulty materials or poor workmanship for a period of one year.

Under this warranty Computer Scene Ltd will, at its option, either repair or give a replacement of equivalent quality or issue credit to the customer for any goods found to be defective because of faulty maintenance by Computer Scene Ltd or poor workmanship provided that

- i) The company is notified in writing within 7 days of the customer first discovering any such defects.
- ii) The goods have been used in an appropriate manner and/or as prescribed in the operating instructions (if any)
- iii) The defective goods are returned to Computer Scene Ltd at the customers expense
- iv) Examination by Computer Scene Ltd of such goods discloses its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage installation or handling or by repair or alteration not effected by Computer Scene Ltd
- v) The goods not having been modified or repaired otherwise than by Computer Scene Ltd or otherwise interfered with and
- vi) The Customer shall pay to Computer Scene Ltd the cost (as certified by Computer Scene Ltd) of any examination of such goods as a result of which Computer Scene Ltd denies liability.

### **COOKIES**

A cookie will store your personal details only not any credit card details.

### **VAT**

All prices are subject to VAT at 17.5% subject to changes in taxation. VAT no 936 2961 96. We are not responsible for any other importation taxes or charges that may be levied at the delivery destination.

These terms and conditions and all transactions relating to this website are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English Courts.

### **COMPLAINTS**

In the unlikely event of a complaint, please contact:

Quality Control Manager  
Computer Scene Ltd  
2 Park Farm Business Centre  
Fornham St Genevieve  
Bury St Edmunds  
Suffolk IP28 6TS

Computer Scene Ltd will confirm to you receipt of your complaint within five working days and do their best to resolve the complaint within four weeks. If they cannot they will let you know when an answer may be expected.

Computer Scene Ltd. Company registration number 02677815