



*A personal service in an impersonal world*

## **Terms and Conditions 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

### **1. FORMAT OF THE CONTRACT**

1.1 These terms of sale apply to all goods and services supplied by PChelp4U, a trading name of BIGcheese Solutions Limited, whose registered office is at Chiltern House, Thame Road, Haddenham, Bucks, HP17 8BJ, GB registered in England and Wales No. 7175164 (the "Supplier").

1.2 The market in the goods and services is such that the specification, description and price of individual goods and services can change. The invitation to you to order goods and services from us is not an offer by us to sell to you goods and services of the specification and description at the price indicated. Your order is an offer to us to buy the goods and services of the specification and description at the price indicated. Wherever possible, we will accept your order to buy the goods and services of the specification and description at the price indicated by e-mail and, in which case, there will be a concluded agreement between you and us. Wherever it is not possible to accept your order to buy the goods and services of the specification and description at the price indicated, we will advise you by e-mail and offer to sell you the goods and services of the specification and description at the price stated in the e-mail and will state the period for which the offer or the price remains valid. You may accept our offer by e-mail within the period stated and in which case there will be a concluded agreement between us.

1.3 No contract exists between you and the Supplier for the sale of any goods and services until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract.

1.4 The contract is subject to your right of cancellation (see below).

1.5 The Supplier may change these terms of sale without notice to you in relation to future sales.

### **2. DESCRIPTION AND PRICE OF THE GOODS AND SERVICES**

2.1 The description and price of the goods and services you order will be as shown on the Supplier's website at the time you place your order.

2.2 The goods and services are subject to availability. If on receipt of your order, the goods and/or services 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 and services.

2.3 Every effort is made to ensure that prices shown on the Supplier's website 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 and services.



*A personal service in an impersonal world*

2.4 In addition to the price, you may be required to pay a delivery charge for the goods and services.

### **3. PAYMENT**

3.1 The Supplier is responsible for all website transactions and credit card details are entered and transferred on a secure page using SSL.

3.2 Payment for the goods, services and delivery charges can be made by any method shown on the Supplier's website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

3.3 There will be no delivery until cleared funds are received.

3.4 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.

### **4. DELIVERY**

4.1 The goods and/or services 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.

4.2 Orders placed before 3.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

4.3 If delivery cannot be made to your address for reasons under the Supplier's control, the Supplier will inform you as soon as possible.

4.4 If you deliberately fail to take delivery of the goods and/or services, otherwise 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:

4.4.1 Store the goods and/or services until actual delivery and charge you for reasonable costs, including insurance, of storage or:

4.4.2 Sell the goods and/or services 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 and/or services, or charge you for any shortfall below the price you agreed to pay for the goods and/or services.

4.5 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 and/or services. 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.

4.6 Every effort will be made to deliver the goods and/or services 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.



*A personal service in an impersonal world*

4.7 Upon receipt of your order, you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition, please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery, please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

## **5. RISK/TITLE**

5.1 The goods and/or services are at your risk from the time of delivery.

5.2 Ownership of the goods and/or services 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:

5.2.1 the goods and/or services and:

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods and/or services even though ownership of any of the goods and/or services has not passed from the Supplier.

## **6. TITLE FOR BUSINESS CUSTOMERS**

6.1 If you are a business customer, until ownership of the goods has passed to you, you must:

6.1.1 store the goods, at no cost to the Supplier, separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

6.1.2 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:

6.1.3 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.

6.2 If you are a business customer your right to possession of the goods shall terminate immediately if:

6.2.1 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 or:

6.2.2 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:

6.2.3 you encumber or in any way charge any of the goods and services.

## **7. YOUR RIGHT OF CANCELLATION**



*A personal service in an impersonal world*

7.1 You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods and/or services. This right may only be exercised if the packaging is not opened and the goods are returned unused. There is no right of cancellation or return of goods and services for refund after the expiry of 7 working days from the date you receive the goods and any returns after this period will only be accepted for the purpose of repair/replacement of faulty goods and services under the terms of our Warranty (see Section 8).

This clause does not apply to Business/Trade Customers whereby any orders by or on behalf of a business cannot be cancelled once they have been placed. An order will be deemed to be a Business Order, if it is paid via a business bank account or business debit/credit card.

7.2 To exercise your right of cancellation, as per clause 7.1 above, you must give written notice to the Supplier by hand, post or the email/contact us section of our website, giving details of the goods and/or ordered and, where appropriate, their delivery. Notification by phone is not sufficient.

7.3 If you exercise your right of cancellation, as per clause 7.1 above, 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 after prior arrangement to the address stated in the Contact Us section of the website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

7.4 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 and/or services. In all cases, as per Distance Selling regulation we will deduct the delivery/carriage costs from the refund amount. You must return the goods to us at your own expense using an insured courier service. There will be an additional charge if you would like us to collect the goods and services via our own courier instead of sending the items yourself. Such refund will be made after deducting reasonable costs for services rendered such as postage costs, credit card processing charges, and PC assembly costs in the case of custom built computers.

7.5 Except in the case of faulty or mis-described goods, if you do not return the goods and services as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7.6 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 and/or services which, by their nature, cannot be returned.

Custom Built PC systems are built to order to the customer's specifications and in the event of any Cancellations or Refund (per clause 7.1 or otherwise), the following charges will apply:

Stage	Charges
Paperwork Stage	higher of £30 or 5% of Invoice Value
Components Allocated & Build has commenced	higher of £60 or 10% of Invoice Value
Build has been completed	higher of £90 or 15% of Invoice Value
Under Testing / Testing Completed	higher of £120 or 20% of Invoice Value
Item despatched /in use by customer	higher of £150 or 25% of Invoice Value



*A personal service in an impersonal world*

Any order cancelled in transit will incur the cancellation fee stated above plus the relevant transit costs incurred.

7.8 In the event of an order returned due to non-delivery, the transit costs will be at the expense of the customer.

## **8. WARRANTY**

8.1 All goods and services, except as provided in 8.5 and 8.6 below, sold by the Supplier are warranted to be free from defects for the period listed on the Sales Invoice and all warranty periods run from the date of Sales Invoice. All goods and services supplied by PChelp4U are provided with a return to base warranty for the period specified in the invoice starting from the invoice date. Any goods and services that are bought on Finance (Installment Payment Plan) are only provided with a maximum of 12 months Warranty. In all cases, the maximum warranty cover provided by PChelp4U will not be greater than that stated in the Sales Invoice (e.g. where the Manufacturer directly provides a longer warranty).

8.2

8.2.1 The following applies only to Custom Built PC(s). In all cases where the Sales invoice contains a combination of Custom Built PC(s) and other items (e.g. Components / Peripherals / Software), the following provisions will only apply to the Custom Built PCs, and the Warranty of any other items in the Sales Invoice will be dealt with under Section 8.4 below.

8.2.2 Our Warranty applies to the PC as a whole and not to individual components contained within the PC. The Warranty only covers problems related to defective hardware supplied by us. The Warranty does not cover any software / networking or other configuration issues, nor does it cover problems arising due to incompatibility with the customers own hardware or software. Any services performed (such as RAID Setups, Overclocking Setups, Software Installations, Optimizations, Repairs etc.) are not provided with any warranty. Software or faults unrelated to the system hardware are also excluded from the warranty.

8.2.3 In all cases of a hardware fault we will endeavour to repair the defective part(s) or replace them with items of similar age / spec / (depreciated) value per our discretion. If a particular part is unrepairable /end of life, a part of similar (depreciated) value will be offered as a replacement or a credit of that amount will be offered against the purchase of a replacement part from PChelp4U. Should a returned item be found to have no fault, a £30 inspection charge will be levied.

8.2.4 This warranty does not apply to any cosmetic or other damage to the outer casing of the computer, dead pixel issues in PC Cases with LCD readouts / LED Display screens, defect in the goods and services arising from reasons other than fair wear and tear i.e. wilful damage, physical damage, accidental damage, negligence by you or any third party, use other than as recommended by the Supplier, failure to use suitable Electric Surge Protection equipment, using the goods and services in an unventilated / hot or dusty environment or a general failure to follow the Supplier`s/Manufacturers instructions for using the product.

8.2.5 Any alteration or repairs carried out by the customer or third parties are carried out at the customers own cost and risk. Furthermore, any such repairs will invalidate the warranty unless otherwise approved by PChelp4U in writing. All components are serialised during assembly and tampering or



*A personal service in an impersonal world*

removal of components invalidates this warranty. OVER CLOCKING THE CPU, RAM OR GPU WILL INVALIDATE THE WARRANTY.

8.2.6 Unless otherwise stated, any Custom Built PCs are provided with a warranty period greater than 12 months, the first 12 months of the warranty covers all parts and labour costs and any subsequent period of the warranty cover relates to labour costs only. e.g. If a product is sold with a 3 year warranty, the first 12 months covers parts and labour, and the next 24 months covers labour costs only.

8.3 All Software, Consumables and Services (e.g. Printer Inks, Standard Keyboards / Mice / Speakers, Overclocking / Performance Optimization / Delivery whether Standard or Timed) are non refundable and are not provided with any Warranty.

8.4 All goods and services other than Custom Built PCs (see 8.2 above) or those covered by 8.3 above, are warranted to be free from defects for the period listed on the Sales Invoice and all warranty periods run from the date of Sales Invoice. The warranty is a Return to Base Warranty directly with the Manufacturer of the item in question. Only in cases where the Manufacturer does not offer a Warranty service, the warranty will be a Return to Base Warranty with PChelp4U. In all cases, the maximum warranty cover provided by PChelp4U will not be greater than that stated in the Sales Invoice (e.g. where the Manufacturer directly provides a longer warranty).

8.5 In all cases of TFTs/Screens/Monitors of all kinds, the warranty does not cover Dead Pixel issues, so long as they fall within the level of Acceptable Defects as defined in ISO 13406-2. All TFT Monitors sold by the Supplier fit the ISO13406-2 Spec in Class II, which is the common class for consumer equipment. PChelp4U does not provide any direct warranty on these items and all Warranty Repair/Replacements are dealt with by the Manufacturer of the item in question. As such, in these and other matters relating to TFTs/Screens/ Monitors of all kinds, the manufacturer's decision will be final in all cases.

8.6 If the goods supplied to you are damaged on delivery, you should notify PChelp4U in writing via email to [sales@pc-help-4u.co.uk](mailto:sales@pc-help-4u.co.uk) or via the Contact Us section of our website within 48 hours of delivery. If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods and/or services, you should notify PChelp4U in writing via email as soon as possible, but in any event within 3 days of the date you discovered or ought to have discovered the damage, defect or complaint. All faults, problems or defects will be taken to have occurred on the date they are actually reported to us.

8.7 Goods can only be returned to us after obtaining prior authorisation from PChelp4U to do so. Goods must be returned in appropriate packaging as we cannot accept liability for damage incurred through unsuitable packaging. Except in the case of Collect and Return warranties, in all circumstances, the buyer is responsible for transit costs (both ways) using only our authorised courier.

8.8 Any guarantees/warranties provided above specifically exclude, to the maximum possible extent, any losses, incidental or otherwise (e.g. Data Loss, Damage to Property or Equipment, Productivity / Time / Revenue Loss etc.), arising as a result of failure of our products. Irrespective of whether you are an end user/consumer or a business/trade 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 sale.

8.9 This warranty does not affect your statutory rights as a consumer.



*A personal service in an impersonal world*

## **9. LIMITATION OF LIABILITY**

9.1 Subject to 9.2 below, if you are a consumer, the Supplier shall not be liable to you for any loss or damage in circumstances where:

9.1.1 There is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

9.1.2 Such loss or damage is not a reasonably foreseeable result of any such breach;

9.1.3 Any increase in loss or damage resulting from breach by you of any term of this contract.

9.2 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.

9.3 Any guarantees/warranties provided above specifically excludes, to the maximum possible extent, any losses, incidental or otherwise, arising as a result of failure of our products (e.g. Data Loss, Productivity / Time / Revenue Loss etc). Irrespective of whether you are an end user/consumer or a business/trade 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. DATA PROTECTION**

10.1 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.

## **11. IMAGES**

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

These terms of sale and the supply of the goods and services will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract, save that consumers resident in Scotland shall have the right to insist upon these terms being construed in accordance with the laws of Scotland and to submit to the jurisdiction of Scottish courts.