

## Terms & Conditions

### BUSYSKILL LTD, (TRADING AS IM<sup>2</sup> COMPUTER SYSTEMS) – CONSUMER TERMS 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 supplied by Busyskill Limited, whose registered office is at 5 Cherry Orchard, Bredon, Glos, GL20 7HJ, registered in England and Wales No. 2180844 (the “Supplier”)

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

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

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

#### 2. **Description and price of the goods**

2.1 The description and price of the goods you order will be as described at the time you place your order.

2.2 The goods are subject to availability. If on receipt of your order, goods you have ordered are not available, the Supplier will inform you as soon as possible and subject to agreement by you components of equal quality or better will be used at no additional cost to yourself.

2.3 Every effort is made to ensure that prices quoted 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 canceling 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 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.

2.4 In addition to the price, you may be required to pay a delivery charge for the goods. (See 4.2)

#### 3. **Payment**

3.1 Payment for the goods 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 of the essence.

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

3.3 Payments shall be made by you without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise 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 you order will be delivered to the address you give when you place your order.

4.2 The Supplier guarantees free delivery of the goods to the address you give when you place your order providing the address is within a ten mile radius of the Supplier’s registered office and is easily accessible by road and you take delivery of the goods at the first attempt.

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 and rearrange delivery.

4.4 If you deliberately fail to take delivery of the goods (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 until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account for any sum that has to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

4.5 If you fail to take delivery because you have cancelled your contract 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, less any expenses incurred for failed delivery.

4.6 Every effort will be made to deliver the goods 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.

4.7 The goods may be delivered by the Supplier in advance of the quoted delivery date.

4.8 Upon receipt of your order you will be asked to sign for the goods received in good condition. If you are unable to check the contents of the package at that moment in time 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 are at your risk from the time of delivery.

5.2 Ownership of the goods 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

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 notwithstanding that ownership of any of the goods 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.

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.

## **7. Your right of cancellation**

7.1 You have the right to cancel the contract at any time up to and including the date of delivery of the goods.

7.2 To exercise your right of cancellation, you must give written notice to the Supplier by letter or e-mail giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

7.3 Cancellation after the goods have been delivered to you is at the discretion of the supplier. You will be responsible for returning the goods to the Supplier at your own cost.

The goods must be returned to the suppliers address shown above. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

7.4 Notwithstanding warranty claims (See 8 below), with the exception of PC Base Units, goods supplied in manufacturers' packages which have been opened by yourself will be considered 'used' items by the Supplier. The Supplier reserves the right to debit you for any losses incurred by the

Supplier for the re-sale of such goods at the best readily obtainable price. A handling charge of 10% will be incurred on any returns made.

7.5 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. Less handling charges, software licensing charges any unboxed items charges.

7.6 If you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7.7 You do not have the right to cancel the contract if the order is for or includes computer software which has been unsealed and/or activated or registered by you or by the supplier as instructed by you, or for consumable goods which, by their nature, cannot be returned. For your information activation of your Windows operating system incurs a minimum charge of £100 to yourself – this software license then remains your property, however your Certificate of Authenticity will be physically removed. It is your responsibility to make note of any licence key.

## **8. Warranty**

8.1 All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

8.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

8.3 If the goods supplied to you are damaged on delivery and have been received as 'UNCHECKED', you should notify the Supplier in writing or via the e-mail address within 24 hours.

8.4 If the goods supplied to you develop a hardware defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing or via e-mail as soon as possible, but in any event within 7 days of the date you discovered or ought to have discovered the damage, defect or complaint.

8.5 Damaging or breaking of the seal on the PC Base Unit or of any internal components will invalidate the warranty, any upgrades to hardware should be agreed with the supplier.

## **9. Limitation of Liability**

9.1 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.

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 If you are a business 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.

9.4 The supplier is not responsible for any software or hardware issues arising from installation of additional software, hardware, peripherals or modification of existing software by you following receipt of the goods.

## **10. Data Protection**

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. Applicable Law** These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.