



1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you, for the repair and support of equipment (such as Laptop Computers or Personal Computers ("PC") together with supply of equipment & consultancy.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are "Blue Ribbon Computers" ("BRC", a trading name of VPW Systems (UK) Ltd ("VPW"), which are based at 6-7 Southernhay West, Exeter, Devon, EX1 1JG VPW is registered in England and Wales, company number 04788617, and the registered office is as above.

2.2 **How to contact us.** You can contact us by telephoning 01392 879003 or by email info@blueribboncomputers.co.uk or by visiting us at the above office address.

2.3 **How we may contact you.** If we need to contact you we will do so by telephone, text message or by email. If we are unable to reach you, we may write to the postal address you provided to us.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails, or text messages.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when you confirm in writing (by e-mail or text message), or you agree verbally at our offices. You will be provided with a "Booking In Form" at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order,** we will inform you of this and will not charge you for the services.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the requested services please contact us. We will let you know if it is possible to accept the requested change. Where it is, we will let you know about any changes to the price of the services, the expected timescales or result of the service being provided and anything else which would be necessary as a result of your requested change. If you have authorised us to purchase parts or equipment (including hardware, consumables or software), you cannot retrospectively cancel this request.

5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the services.** We may change the services: a) to reflect changes in relevant laws and regulatory requirements; or b) to implement minor technical adjustments and improvements, for example obtaining parts from a third party provider. These changes may cause a slight delay to the services that we provide.

5.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the services on our website, we may make the changes to the services, if in our reasonable opinion we consider it appropriate. If we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

6. PROVIDING THE SERVICES

6.1 **When we will provide the services.** We will supply the services to you from the time you book your equipment in with us and provide a "Book In Form", until we have completed the services requested. The estimated completion date for the services is as told to you during the order process, and you accept that all timescales are "best guess" and non-binding on us.

6.2 **We are not responsible for delays outside our control.** If our ability to deliver the services is affected or delayed by an event outside our control then we will contact you as soon as possible to let you know. If we have not already begun the services, inspected equipment or ordered hardware, software or other items to complete the order, you may cancel where there is a substantial delay.

6.3 **If you do not allow us access to provide services or provide required equipment.** If you have asked us to provide the services to you at your property or you do not provide the required equipment for us to complete the services agreed (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you, re-arrange access to your property or receive the required equipment, we may end the contract and clause 7.3 will apply.

6.4 **What will happen if you do not provide required information to us.** We will need certain information from you to provide our services. For example, information relating to the fault on the equipment. We may ask for this information at any time. If you do not, within a reasonable time, provide us with this information, or it is incomplete or incorrect, we may either end the contract (see clause 8) or make an additional reasonable charge.

6.5 **Reasons we may suspend the services. We may have to suspend the services to** deal with technical problems or make minor technical

changes; update the services to reflect changes in relevant laws and regulatory requirements; or make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 **We may dispose of your equipment if we cannot get hold of you.** If we have tried to contact you with the details that you provided, we may dispose of, refurbish and sell, or otherwise take action as we see fit with the equipment after 3 months from the date when we attempted to notify you of the equipment being ready for collection, if you did not collect it in that time.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end the contract before the services have been supplied.** You may contact us at any time to end the contract for the services, but we may charge you certain sums for doing so, as described below.

7.2 **If you choose to end the contract as you do not wish to proceed after inspection,** we will charge for the work completed in diagnosis and troubleshooting. This would include any physical dismantling or reassembly, complex diagnostics or use of certain software tools to determine the cause of a problem and be able to provide repair costs to you. This fee does not apply if you agree to go ahead with other work in relation to the equipment, or purchase replacement equipment from us. The enhanced inspection fee applies to scenarios where senior engineers or advanced systems/equipment have been used to diagnose and troubleshoot your issue.

7.3 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out below, the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are: a) we have told you about a change to the services, these terms or the costs which you do not agree to (see clause

5.2); b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed; or c) you have a legal right to end the contract because of something we have done wrong.

7.4 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.3, the contract will end immediately but we may charge you reasonable for the costs we will incur as a result of your ending the contract. This will include any equipment ordered or inspection fees for diagnostic work (see clause 7.2).

8. OUR RIGHTS TO END THE CONTRACT

We may end the contract if you break it. We may end the contract at any time by writing to you if: a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, whether you would like us to fix your equipment from the quote that we have provided to you. Please be aware that this quote may be given verbally or in writing; or c) where relevant, you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.

8.1 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 7 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, for instance to cover parts that we have pre-ordered to fix your equipment and any inspection fee for diagnostic work undertaken.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. Contact details are provided in clause 2.2. We advise you call in advance in this situation to ensure a manager is available to assist you.

9.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it (excluding any inspection fee which is paid for diagnosis of the issue, not fixing the issue).
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

9.3 Our guarantee in addition to your legal rights. We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 9.2) and does not affect them. In the unlikely event there is any defect with the services:

a) if remedying the defect is ultimately deemed impossible despite ordering hardware, software or other parts to enable us to repair the equipment, we will not charge you for those parts & labour, unless we told you that we could attempt a repair but it was at your risk (for example if we offer a non-manufacturer

recommended fix, or you agree to pre-owned, used or second-user parts); or b) if the issue you have is not resolved and demonstrated to remain defective after we have notified you it is fixed and you have collected the equipment, we will ask you to return the equipment so we can review and attempt the fix (or an alternative fix or remedy of our choosing), without further charge, providing that the issue is identical to the one you notified us or and which we noted on your original "Booking In Form", and that there is no evidence of tampering, changing or other actions (such as installation of software) that could have caused the fault to reoccur; or c) in all other circumstances we will use every effort to repair or fix the defect free of additional charge, as soon as we reasonably can. If we fail to remedy the defect we will refund the price you have paid for the services.

10. PRICE AND PAYMENT

10.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be agreed verbally or in writing with you prior to the works being carried out. The fee that we have quoted to you is an estimate and not intended to be fixed or binding. It may increase if the work becomes more complicated than anticipated. In some cases, the cost of parts may change between our initial quote and your acceptance (in which case we will confirm the revised costs with you).

10.2 **If we ask you for, or you provide us with a budget,** you may permit us to perform works and purchase equipment as we see fit up to this budget without further recourse to you in order to complete the works agreed. If we believe your budget will be inadequate (either initially, or after you have booked in the equipment), we will discuss this with you. At all times, you agree to a minimum potential charge of our inspection fee in these cases if you later decline repair.

10.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we

will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

10.4 **When you must pay and how you must pay.** In some cases, particularly with equipment such as laptops, an inspection fee may be applied should we have to undertake work to disassemble the equipment, use advanced diagnostics to identify the cause of your problem or fault etc. If you decide to go ahead with the repair or another suitable resolve after diagnosis, this fee will not be payable. If we offer you a resolution, but you decline to take the repair, we will charge you the greater of the inspection fee applicable for the type of work, or our time and works to date on troubleshooting, diagnosis and analysing the fault and resolves as appropriate, based on our standard fees.

You will need to pay the total agreed fee once we have completed our repairs, less any deposit or pre-payment before you can collect the goods. We accept payment from debit/credit card in person, or in advance of your visit to collect by phone, cash at our offices or by bank transfer (but please be advised bank transfers are not always immediately visible to us, and we cannot release your goods without cleared funds). We do not accept cheques.

10.5 **What to do if you think our charges are wrong.** If you think our charges are wrong please notify us before you complete collection. If you determine there is a problem after you have collected, please contact us promptly to let us know, and we will review this for you. If there is a mistake, we will refund you as appropriate, normally by Bank Transfer or refund to the original card you paid with.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or

damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. Equally, if your equipment has already been damaged, it is possible that the damage will worsen when we attempt to dismantle or prepare the system for repair and you accept this risk.

11.3 We are not liable for any loss of your data. By nature of the services we provide, your data may be lost, or may be at risk. Unless we agree to do so, in writing, you understand that your data may be lost through no fault of ours, and you should ensure you have backups in place. We use our best endeavours to avoid data loss at all times.

11.4 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 How we will use your personal information. We will use the personal information you provide to us to: a) provide the services, including recording details of equipment and work undertaken; b) process your payment for such services; and c) if you agreed to this during the

order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

13. OTHER IMPORTANT TERMS

13.1 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if your payment is returned or not taken by us and we do not chase you but we provided, or continue to provide the services, we can still require you to make the payment at a later date.

13.4 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.