

Trading terms of CSC IT LTD trading as Computer Service Centre

1. DEFINITIONS

Conditions	The terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Us and You
Contract	The contract between Us and You for the sale and purchase of the Goods and/or the provision of Services
Goods	The items or any part thereof you agree to purchase from us as detailed in the Order or otherwise specified in writing
Order	The order as set out overleaf or in our quotation or otherwise specified in writing
Price	The price quoted by Us or calculated in accordance with Our standard tariffs (or where no price has been quoted a reasonable price) excluding VAT, other taxes and of packing and delivery
Services	The services to be provided by Us as detailed in the Order
Service Items	The items We agree to repair/service/upgrade/rebuild as detailed in the Order or otherwise specified in writing (including any additional work as set out at clause 7.3)
Supplier	The supplier or manufacturer of the Goods
You/Your	The person, firm or company purchasing or agreeing to purchase Goods and/or services from us
We/Us/Our	CSC IT LTD of 8 Exchange Street Norwich Norfolk NR2 1AT trading as Computer Service Centre

2. CONDITIONS

- 2.1 We shall sell and/or provide and You shall purchase the Goods and/or Services in accordance with the terms agreed orally or in writing with You subject in either case to the Conditions which shall govern the Contract to the exclusion of any other terms and conditions and in placing an Order You shall be deemed to have read and accepted the Conditions
- 2.2 No variation to the Conditions shall be binding unless agreed in writing by Our authorised representative
- 2.3 Our agents and employees do not have authority to make any representation or otherwise to transact business with You for the sale of the Goods and/or provision of the Services other than in accordance with the Conditions. You acknowledge that You do not rely upon any representations other than those representations confirmed in writing by Us or which are contained in any Supplier's specification for the Goods and/or Services supplied to You by Us
- 2.4 Any typographical, clerical or other error or omission in any brochure, sales literature, Supplier's specification, quotation, price list, Order, invoice or other documentation shall be subject to correction without any liability on Our part unless such correction fundamentally changes Your obligations under the Contract to Your detriment in which case You shall be entitled to cancel the Contract within 7 days of notification by Us of such a fundamental change. In the event of cancellation by You pursuant to this clause, We shall return to You any deposit paid
3. **GOODS AND SERVICES**
- 3.1 We shall be entitled to alter the specification of the Goods and/or Services:-
- to reflect technological changes and current availability; or
 - in order to conform with any applicable safety or other statutory or EU requirements; or
 - which do not materially affect the quality or fitness for purpose of the Goods; or
 - where the Goods are to be supplied to Your specification to the extent that such alteration has been effected by the Supplier and does not materially affect their quality or fitness for purpose
- 3.2 Where You require Goods to comply with a specification, such specification shall be supplied to Us at the time of Order. Subject to clause 3.1 We will then endeavour to secure Goods to the required specification
- 3.3 Where We agree in writing to provide the Services at Your premises, You shall at Your own expense and in such manner as We may specify, provide such materials facilities and personnel as We may require for the purpose of providing the Services and You shall ensure that such premises shall comply with all relevant health and safety legislation or regulations. Any extra cost or expense incurred by Us as a result of Your failure to comply with Your obligations under this clause shall result in an extra charge being levied by Us at Our then current rates

4. DELIVERY AND PERFORMANCE

- 4.1 Any dates given for the delivery of the Goods or performance of Services are estimates only and failure to comply with those estimates shall not be a breach of the Contract
- 4.2 You shall inspect the Goods on delivery and shall within 72 hours of delivery notify Us of any alleged defect damage or failure to comply with description or sample. You shall afford Us an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If You shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the Contract free from any defect or damage which would be apparent on a reasonable examination of the Goods and You shall be deemed to have accepted the Goods
- 4.3 If You fail to take delivery of the Goods or fail to give Us adequate delivery instructions at the time stated for delivery (otherwise than by reason of Our fault) then without prejudice to any other right or remedy available to Us We may:-
- store the Goods until actual delivery and charge You for the reasonable costs (including insurance) of storage; or
 - sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to You for the excess over the Price or charge You for any shortfall below the Price
- 4.4 If We deliver more or less than the agreed quantity of Goods We shall have no liability to You in respect of the excess or shortfall unless notice thereof is given within 24 hours of delivery. You shall if so requested by Us provide Us within 7 days of such request with a copy of any relevant delivery note signed by You or Your representative clearly showing any such excess or shortfall. If You give such notice then:-
- in the case of excess delivery We will make arrangements for the excess to be returned to Us at Our expense
 - in the case of short delivery We may at Our own discretion either:-
 - make good the shortfall by one or more further deliveries
 - reduce the Price by the same proportion as the shortage bears to the Contract quantity
- 4.5 You shall not be entitled to reject any delivery on the grounds of any excess or short delivery and shall pay the Price or where We exercise the option referred to in clause 4.4(b)(ii) above at the reduced price in accordance with that provision

5. REPLACEMENT OF DEFECTIVE GOODS

- 5.1 We will at Our option replace or refund the cost of Goods which are notified as being defective within 72 hours of the date of delivery or the date of collection of the Goods and which are accepted as being defective by Us
- 5.2 Our obligations contained in sub clause 5.1 above are subject to:-
- the Goods having been transported in an appropriate manner
 - the Goods being returned to Us
 - the Goods not having been misused or modified (otherwise than by Us) or otherwise interfered with
- 5.3 We shall not be liable in respect of any defect to the Goods due to wilful damage, negligence, abnormal working conditions, nor in respect of Goods damaged by vandalism or damaged by processes to which the Goods have been subjected at the direction of any person other than Us, or in respect of any failure to follow Our instructions (whether oral or in writing) or the Supplier's instructions
- 5.4 Any replacement Goods will be returned to Us carriage paid
- 5.5 We shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by You
- 5.6 If We have supplied Goods which We have obtained from a Supplier We shall use our best endeavours to enforce for Your benefit such express or implied guarantees or warranties given to Us by the Supplier
- 5.7 We shall be under no liability under any warranty condition or guarantee if the Price and VAT has not been paid by the Due Date

6. SERVICE ITEMS

- 6.1 Before commencing work on any Service Items We shall carry out any pre-commencement tests We reasonably deem necessary

- 6.2 We shall not be responsible for any data on any Service Items. You acknowledge and agree that We are entitled to format (wipe clean) any hard drives or disks within the system of any Service Items. **YOU COULD LOSE YOUR DATA** if You do not back up Your information and programs prior to the performance of the Services
- 6.3 We shall carry out such tests as we reasonably deem necessary after completion of work on the Service Items and We shall not be required to carry out tests in respect of each and every computer function

7. PRICE AND PAYMENT

- 7.1 Subject to any special terms agreed in writing between Us and You, We shall be entitled to invoice You the Price and VAT (or instalments thereof by way of interim invoices) at the rate prevailing on the date of Our invoice before, on or at any time after delivery of the Goods/performance of the Services
- 7.2 Unless otherwise agreed the Price is exclusive of costs, of transportation, delivery and collection
- 7.3 We shall be entitled to increase the Price to take into account any increase in cost which is a result of:-
- any change in specification of the Goods and/or Services which is required by You or failure by You to give Us adequate information or instructions or as a consequence of any default by You; and
 - any additional work required in connection with the Service Items except that We shall not carry out such additional work without obtaining Your prior approval in the event the cost of such additional work exceeds £100 plus VAT
- 7.4 You shall pay Our invoices as may be rendered from time to time either on receipt of the said invoice or (if specifically notified by Us) within 30 days of the date of the said invoice (the "Due Date"). Time of payment of Our invoices shall be of the essence
- 7.5 If You fail to make payment by the Due Date then without prejudice to any other right or remedy available to Us We shall be entitled to:-
- Cancel the Contract and/or suspend any further deliveries of the Goods to You or performance of the Services (whether under this Contract or any other contract with You)
 - Charge You interest at the rate of 3% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

8. TITLE AND RISK

- 8.1 Risk of damage to or loss of the Goods shall pass to You upon delivery of the Goods
- 8.2 Notwithstanding delivery and the passing of risk in the Goods or any provision of these Conditions property in the Goods shall not pass to You until We have received in actual cleared funds payment in full of the Price and VAT and the price of all other goods and/or services agreed to be sold or provided by Us to You for which payment is then due
- 8.3 Until such time as the property in the Goods passes to You, You shall hold the Goods as Our fiduciary agent and bailee and shall keep the Goods separate from those belonging to You and third parties and properly stored protected and insured and identified as Our property
- 8.4 Until such time as the Property in the Goods passes to You, We shall be entitled at any time to require You to deliver up the Goods to Us and if You fail to do so forthwith to enter upon Your premises or premises of any third party where the Goods are stored and repossess the Goods
- 8.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain Our property, but if You do so, all monies owing to Us by You shall (without prejudice to any other right or remedy of available to Us) forthwith become due and payable

9. WARRANTIES AND LIABILITIES

- 9.1 Subject as expressly provided in these Conditions We warrant that the Services will be performed with reasonable skill and care and in accordance with the Contract
- 9.2 We do not warrant that the use of any software developed in the provision of the Services or comprised in the Goods will meet Your data processing requirements or that the operation of any software (including where in machine readable form) will be uninterrupted or error free and except as otherwise agreed We do not warrant that the Goods and/or Services are fit for any particular purpose
- 9.3 Any warranty given by Us in respect of the Goods and/or Services supplied shall be subject to the following conditions:-
- We shall be under no liability in respect of any defect in the Goods and/or Services arising from any drawing design or specification supplied by You
 - We shall be under no liability in respect of any defects arising from fair wear and tear, Your negligence, abnormal working conditions, failure to follow Our instructions or the instructions of the Supplier (whether oral or in writing), misuse or alteration or repair of the Goods without Our approval
 - We shall be under no liability under any warranty condition or guarantee if the Price and VAT has not been paid by the Due Date
 - We shall be under no liability in respect of any defects or damages arising out of circumstances beyond our control including (without limitation) any damages caused by computer viruses
 - No warranty given by Us under this clause extends to Goods not manufactured by Us in respect of which You shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer
- 9.4 Liability hereunder (except in respect of death or personal injury caused by Our negligence) for any delay in performing or any failure to perform any of Our obligations in relation to the Goods or Services shall be limited to the excess (if any) of the cost to You in the cheapest available market of similar Goods or Services to replace those not delivered/performed over the Price
- 9.5 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are extended to the fullest extent permitted by Law

10. CANCELLATION

- 10.1 We reserve the right to cancel the Contract without any liability if We receive unsatisfactory credit references for You or if credit is refused whereupon any monies paid by You will be refunded (without interest) less such reasonable sum for any Goods and/or Services provided
- 10.2 Without prejudice to any other right or remedy available to Us We shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability on Our part to You (and if the Goods are in transit We shall be entitled to stop delivery and if the Goods have been delivered but not paid for the Price and VAT shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) in the event that:-
- You make any voluntary arrangement with Your creditors to become subject to an administration order or (being an individual or a firm) become bankrupt or go into liquidation; or
 - an encumbrancer takes possession or a receiver is appointed of any of Your property or assets
- 10.3 Except as otherwise provided, no order which has been accepted by Us may be cancelled by You except with Our agreement in writing and on terms that You shall at Our discretion either:-
- indemnify Us in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by Us as a result of the cancellation or
 - pay a cancellation fee equal to 10% of the Price

11. GENERAL

- 11.1 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 11.2 We may perform any of Our obligations or exercise any of Our rights hereunder Ourselves or through Our employees agents or sub-contractors
- 11.3 No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or other provision
- 11.4 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed
- 11.5 Except as otherwise provided nothing in this Contract shall confer on any third party any benefit or the right to enforce any terms of this Contract
- 11.6 The Contract shall be governed by the Laws of England and subject to the jurisdiction of the English Courts