

Computer Solutions

(Bill Ridgeway)

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Terms and Conditions of Business

1 Definitions

- 1.1 "CS" means William John Ridgeway (known as Bill Ridgeway) trading as Computer Solutions.
- 1.2 "Client" means the other party to this agreement.
- 1.3 "Goods" means hardware and / or software, as appropriate.

2 General

- 2.1 A contract between CS and the Client in respect of goods or services comes into existence when CS has accepted the Client's instructions.
- 2.2 Terms and conditions herein shall not be altered, modified or varied unless expressly agreed to by CS in writing.

3 Prices

- 3.1 All price lists, advertising matter, estimates, quotes and similar material issued by CS are indicative only as to the goods and / or services available from time to time and information contained therein shall not be binding on CS.

4 Payment Terms

- 4.1 The Client undertakes to pay Invoices in full as follows -
 - a) Goods - immediately on delivery;
 - b) Training courses - within 14 days from the date of the Invoice or 21 days before start of course - whichever sooner;
 - c) Other - within 14 days from the date of the Invoice.
- 4.2 CS reserves the right to charge interest on overdue amounts at a rate of 8% above the Bank of England base rate from time to time.

5 Title and risk

- 5.1 Property in goods shall not pass to the Client until CS has received full settlement of the Invoice to which the goods relate.
- 5.2 Prior to the property in goods passing to the Client, the Client shall hold the goods as fiduciary agent to CS and shall keep the goods properly stored, protected and insured and clearly identified and shall bear the costs thereof.
- 5.3 All risk on goods shall pass to the Client at the point of delivery.

6 Warranties, Limitation and Force Majeure

- 6.1 The liability of CS for breach of contract or negligence shall be limited at the sole discretion of CS to the free replacement of faulty goods or the issue of a credit note in respect thereof or the granting of a refund. Such liability shall relate only to the actual items supplied provided that no modification to the goods has been made by the Client.
- 6.2 The Client acknowledges their sole responsibility to comply with all terms and conditions of any license attaching to third party software supplied and / or delivered by CS. The Client acknowledges that failure to comply with such terms and conditions may result in the Client being refused a software license or having the same revoked by the proprietary owner. The Client further agrees to indemnify CS in respect of all costs, charges and expenses incurred by CS as a result of any breach by the Client of such conditions.
- 6.3 CS does not give any warranty relating to goods over and above that given by the manufacturer or supplier.
- 6.4 CS accepts no responsibility for goods and / or services obtained from a third party on behalf of the Client.
- 6.5 CS accepts no responsibility for damage to or actual or consequential loss of Client's goods caused by a third party.
- 6.6 Second user goods are supplied in good faith on an "as-is" basis. CS accepts no responsibility for any failure of such goods.

7 Returns

- 7.1 The Client undertakes to notify CS of faulty goods or discrepancies within 48 hours of delivery.
- 7.2 Where CS agrees that the goods are to be returned to CS the Client undertakes to return the goods -
 - a) within 7 days of delivery;
 - b) in the original packaging (in a good condition) and include manuals, cables, disks and consumables;
 - c) at their cost and risk. Goods being returned must be adequately wrapped to prevent damage during transit. CS does not accept liability for goods damaged or lost during transit.
- 7.3 Goods received by CS in accordance with Clause 7.2 will be tested against the stated fault.
- 7.4 Goods tested in accordance with Clause 7.3 found not to be faulty may be returned to the Client at the Client's cost and risk.
- 7.5 Where goods tested in accordance with Clause 7.3 are found to be faulty CS will offer a replacement or repair. If, however, the goods are no longer available or beyond economic repair a refund will be offered.

8 Goods not claimed by Client

- 8.1 The Client undertakes to claim goods accepted by CS for repair and / or modification within 1 month of being notified that the repair and / or modification has been effected. After such period it will be assumed that the Client has abandoned all property in the goods to CS and that CS shall be the sole arbiter of the value of such goods.

9 Waiver

- 9.1 The failure of CS to enforce or exercise, at any time or for any period of time, any term of, or any right arising pursuant to, this Agreement does not constitute and shall not be construed as, a waiver of such term or right.

10 Legal Provisions

- 10.1 The construction, validity and performance of this Agreement is governed by the law of England and the parties submit to the jurisdiction of the English courts.

11 Clause Headings

- 11.1 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.