

On-Line Computing Limited Conditions of Sale

General

1. On-Line Computing Limited is a business to business reseller. In buying from On-Line Computing Limited you acknowledge that you are buying goods or services for business purposes.
2. As resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.
3. We do business only under these Conditions of Sale except where a Support Agreement has been entered into which should be read in conjunction with these conditions.
4. Goods subject to availability and may vary from those advertised.
5. You must decide before ordering if the goods are suitable for you needs.
6. Please note that we reserve the right to cancel or refuse orders for items shown on our website with an incorrect price or with any other incorrect information. No contract is made with you until we have dispatched your order.

Prices and Payment

7. Our advertised prices do not include VAT and delivery. The price of the goods may be changed from the one advertised. Please confirm the price before you order.
8. We accept payment by bank transfer, cheque, credit or debit card. Credit card and debit card payments are taken at the point of customer order not on dispatch of goods.
9. Goods bought on credit must be paid for by 30 days from our invoice date. If you fail to pay an invoice when due then in addition to any other right or remedy which may be available to us, all invoices will become due and payable, (whether outstanding or not) and we reserve the right to suspend or cancel your credit account. We may share customer credit history information with relevant credit agencies.
10. We remain owners of the goods you purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you,
11. Under the Late Payment of Commercial Debts Regulations 2002 we can exercise our statutory right to change interest and an administration charge on all invoices overdue.

Delivery

12. We charge for all deliveries. Goods in stock are normally delivered next day. Standard delivery is to suitable ground floor reception or stores areas. Please notify us in advance if you have any special delivery requirements- there will be an additional charge.
13. If the goods do not arrive or are incomplete, the wrong goods or are damaged when you open them, you must tell our Customer Services Department within 5 days of receipt or expected delivery – telephone 01482 310435.
14. After delivery you are responsible for protecting the goods against loss or damage.

Cancellation

15. You cannot cancel a submitted order after the goods have been dispatched, unless this is agreed in writing by our authorised representative.

Returns

16. All our goods are sold to you with the benefit of the manufacturer's warranty. We will accept returns of faulty goods notified to us within 14 days of delivery, subject to the terms of the manufacturer's warranty. Some manufacturers operate a day one return to manufacturer policy our Customer Services Department will advise you on this.
17. If faulty goods are to be returned to us you must obtain an RMA (Returned Merchandise Authorisation) from our Customer Services department. The RMA will be valid for 28 days. We will arrange for collection of the Goods, which must be available for collection in their original packaging together with all accessories and manuals. We cannot accept unauthorised returns which do not have an RMA.
18. If you change your mind we may take goods back at our discretion if they are unopened, unused and in perfect condition. There will be a minimum handling charge of 15% of the purchase price (subject to a minimum charge of £20) plus a collection charge for this service. Please contact our Customer Services department.
19. If you return goods please ensure that you have backed up or removed your data as appropriate. We will not be responsible for any data that is lost or left on equipment.
20. Please note we do not accept returns of special purchase items, consumables, opened software unless it is faulty or software licences.

Guarantee

21. You get the benefit of the manufacturer's warranty in respect of all the goods we sell. Please note that we do not provide any warranties ourselves in respect of the goods and we exclude any warranties express or implied by statute, common law or of any other kind. We are willing however to sell you an additional top-up warranty to supplement the manufacturer's warranty.

Clearance/2nd User Stock

22. A clearance/2nd user product is deemed to be a product which is offered by the Company at a discounted price compared to its original cost where such products have been previously used or opened, have items missing or have damaged packaging.

In addition, some have been repaired. Details of the status of such products are to be found on the relevant website. The Company makes no warranty in relation to the accuracy of the status of the relevant Clearance/2nd user product as set out in the description. Such products are sold on an "as is" basis with no warranty or guarantee given by the Company other than the remaining manufacturer's warranty (if applicable).

Gifts

23. We sometimes offer promotional free gifts. Please let us know if you do not want to receive them.

Telephone Calls

24. We sometimes monitor or record telephone calls for training purposes.

Company Details

25. On-Line Computing Limited. Registered office: Maritime House, Kingston Street, Hull, East Yorkshire, HU1 2DB. Registered number 7055887. All trademarks acknowledged.

Services – Additional Conditions

Customer Obligations

26. The Customer will:
 - allow reasonable access to the site and ensure the site is a safe environment
 - properly maintain the equipment and software and regularly back up data
 - provide all relevant information about it and notify On-Line Computing Limited of any changes to it affecting On-Line Computing's ability to deliver the Services.
 - check and sign for all deliveries by On-Line Computing of required equipment, keep the equipment safe and ensure its availability for the services to be carried out.

On-Line Computing Limited Obligations

27. On-Line Computing Limited:
 - will perform the services set out in the Description of Services with reasonable skill and care using appropriately qualified and trained and experienced engineers.
 - will not copy, adapt or part with possession of any of the Customer's confidential information.
 - does not warrant the services or any additional services will cause the equipment or software to operate without interruption or error.
 - does not have any liability for any such interruption or error which is caused directly or indirectly by any equipment or services not supplied by On-Line Computing.

Limitations on the Services

28. The services to be provided do not include services required due to
 - Failure by the Customer to properly maintain or operate the equipment or software.
 - Modifications of the equipment or software by anyone other than On-Line Computing Limited.
 - Transportation or relocation of the equipment or software.
 - Any defect in the equipment or software.
 - Failure to allow On-Line Computing proper access to the equipment or software.
 - Such services if requested by the Customer will be treated as additional services for which additional charges will be payable in accordance with On-Line Computing's rates in force at that time.

Suspension and Termination

29. On-Line Computing may suspend the provision of the services or terminate them immediately (without liability to the Customer) if any of the following events happen
 - The Customer fails to make any payment due to On-Line Computing by the time it is due.
 - The Customer has given any false or misleading information to On-Line Computing.
 - The Customer is insolvent.
 - The Customer's use of the services is likely to cause the whole or part of the services to be interrupted, damaged, rendered less efficient or in any way impaired.
 - The Customer is in material breach of this Agreement.
 - If the primary cause of any problem which substantially impairs or prevents On-Line Computing from performing the services is the failure or malfunction of any equipment, facilities or devices not supplied by On-Line Computing.

Limitation of Liability

On-Line Computing's liability to the Customer for death or personal injury caused by its own negligence or that of its employees, agents or sub-contractors is unlimited.

30. On-Line Computing's liability to the Customer in respect of damage to tangible property resulting from its negligence or that of its employees, agents or sub-contractors is up to a maximum of £1,000,000 in respect of any one event or series of connected events arising from its performance or non-performance of the services or additional services.
31. On-Line Computing accepts no liability for consequential or indirect loss or damage corruption of data, loss of profits, revenue, business or goodwill or anticipated savings.

Matters beyond On-Line Computing's Reasonable Control

32. On-Line Computing will not be liable for any delay in performing or failure to perform the services or additional services if such delay or failure is caused by circumstances beyond On-Line Computing's reasonable control.