

Terms & Conditions

Definitions

Scannersuperstore.co.uk

Customer: You and your

Consumer: Any person who buys goods from us for purposes which are outside his trade, business or profession

Goods: The computer hardware and software products sold by us to you including packaging, manuals and any other ancillary components or documents

Conditions: Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by us

Our Address:

Scanner Superstore Ascot House 8 Hargreaves Court Staffordshire Technology Park Staffordshire ST18 0WN

Our telephone number: 01785 785 654

Our business facsimile number: 0845-351-0571

Our online contact: Customer Support – support@scannersuperstore

The conditions which apply to your purchase of goods from us.

The conditions in Part I apply to your purchase of goods from us whether you are a consumer or not.

The conditions in Part II apply to you purchase of goods from us only if you are a consumer.

The conditions in Part III only apply to your purchase of goods from us if you are not a consumer.

Voluntary Code for the return of goods by you to us.

This code only applies as between you and us if you are a consumer. This code is intended to promote good relations between you and us. The code is entirely voluntary and does not affect your statutory rights.

IMPORTANT:

In individual circumstances the provisions of the voluntary code may be more or less favourable to you than your statutory rights. You are free to withdraw from the operation of the code at any time and pursue your statutory rights. If you are in any doubt about your statutory rights you may wish to consult a solicitor or your local citizens advice bureau.

PART I

a) Making an agreement to purchase our goods

The market in the goods is such that the specification, description and price of individual goods can change.

The invitation to you to order goods from us is not an offer by us to sell to you goods of the specification and description at the price indicated.

Your order is an offer to us to buy the goods of the specification and description at the price indicated.

Wherever possible we will accept your order to buy the goods of the specification and description at the price indicated by e-mail and in which case there will be a concluded agreement between you and us.

Wherever it is not possible to accept your order to buy the goods of the specification and description at the price indicated we will advise you by e-mail and offer to sell you the goods of the specification and description at the price stated in the e-mail and will state the period for which the offer or the price remains valid.

You may accept our offer by e-mail within the period stated and in which case there will be a concluded agreement between us.

b) Delivery of the goods

All UK mainland orders come with Next Day Recorded Delivery.

The goods shall be delivered by us to your address and the risk in the goods shall pass to you upon such delivery taking place.

You should note that our carrier requires immediate notice to be given of any loss or damage to goods and you should inspect the goods upon receipt and report any loss or damage to the carrier immediately. Insofar as you report any damage to goods to us within 48 hours of delivery we will refund the price and carriage or replace the goods at no cost to you.

In respect of any damage to goods reported to us after 48 hours of delivery we shall require proof from you that the goods were damaged before receipt by you.

PART II

a) Payment and Price

We shall not be bound to deliver the goods until you have paid for them. Payment shall be due when the agreement is made between us. Time for payment shall be of the essence. The price due from you is the price indicated as inclusive of value added tax.

For annual Support Contract agreements, payment will be made within the agreed terms, usually at annual intervals for the period of the contract.

b) Delivery

We will try to deliver the goods to you within the time estimated for delivery.

If we are unable to do so, we reserve the right to deliver them within 14 days beginning with the day after the day of the agreement between us.

If we are unable to deliver the goods to you within 14 days beginning with the day after the day of the agreement:

1. we shall inform you by e-mail;
2. we shall make a further offer to you by e-mail to sell you the goods of the specification and description at the price stated in the e-mail and will state the period for which the offer or the price remains valid;
3. unless you accept the offer we will reimburse any sum paid by you or on your behalf under or in relation to the agreement within a period of 30 days beginning with the day after the day on which the time for delivery expired.

c) Your right of cancellation

The rights of cancellation set out below apply to any agreement between you and us save insofar as the agreement is in respect of computer software if it is unsealed by you.

You have a right to cancel the agreement at any time before the expiry of a period of 7 working days beginning with the day after the day on which you receive the goods.

You may cancel by giving us notice in any of the following ways:

1. by a notice in writing which you leave at our address (given above);
 2. by a notice in writing which you send by post to our address (given above);
 3. by facsimile to our business facsimile number (given above);
 4. by electronic mail to our electronic mail address (given above);
- and the notice shall operate to cancel the agreement between us.

If you cancel the agreement:

1. you must return the goods to us at the address given above;
2. the goods must be returned to us complete (please note the definition of goods given above);
3. you are responsible for the cost of returning the goods to us at the address given above;
4. you are under a duty to take reasonable care of the goods (including reusable packaging, manuals etc) until they are returned to us;
5. you are under a duty to take reasonable care to see that they are received by us and not damaged in transit;
6. we will reimburse any sum paid by you or on your behalf under or in relation to the agreement including the costs of carriage and any insurance which you directed us to incur.
7. we will charge you the direct costs to us of recovering any goods supplied by us if you fail to return the goods to us.

d) Our right of cancellation

If for reasons beyond our reasonable control, including but not limited to an inability or failure on the part of the manufacturers or suppliers of the goods to supply the goods to us, we are unable to supply the goods to you, we may cancel the agreement at any time before the goods are delivered by giving notice to you. We shall promptly repay to you any sums paid by you or on your behalf under or in relation the agreement. We shall not be liable for any other loss or damage whatever arising from such cancellation.

e) Statutory rights

Your right of cancellation is in addition to your other statutory rights.

The after sales service and guarantees and the voluntary code for the return of goods by you to us mentioned below do not affect your statutory rights.

f) Guarantees and after sales service

We guarantee that the goods will correspond with the stated description and specification.

We guarantee that the goods will be of satisfactory quality when delivered by our carrier.

We operate a voluntary code which appears below for the return of goods which have failed to meet your expectations.

Subject to you complying with the voluntary code for the return of goods we guarantee that the goods will remain of satisfactory quality in normal use for 3 months following delivery and will refund the cost of the goods or credit the cost of the goods or replace the goods in accordance with timescale for return of the goods set out in the voluntary code.

The terms of any manufacturer's guarantee and after sales service will be included within the documents accompanying the goods.

We are willing to provide advice to you in accordance with the conditions below

g) Complaints procedure

In the unlikely event that you have any complaint about the service or goods you have received please contact us via telephone to let us know the issue. We will always endeavour to acknowledge any complaint within 1 working day of receiving it and will advise you how long your complaint will take to resolve. Should you feel your complaint has not been resolved please inform us in writing, to which we will acknowledge in writing within 7 days and propose a resolution with 21 days. You have our assurance that we shall act swiftly and fairly and keep you fully informed throughout the process.

h) Service/support calls

We will always try to offer 1st Line Support to any customer regardless of whether a Support Contract has been purchased. Customers who have Support Contracts in place will be given priority and many contracts may be fulfilled by a 3rd party provider or the relevant manufacturer. We will happily communicate with manufacturers on behalf of customers.

In the event of a call not being resolved within 8 hours it will be escalated. We will endeavour to advise accurate timescales for a resolution within 24hrs and provide a satisfactory solution within 7 days.

At all times we will do everything reasonably possible to ensure we help and communicate in the best possible way.

i) Support contracts

Customers who have purchased Support Contracts will be given full product support in the event of a product failure. This will usually include all parts and labour, excluding consumable items, and will be as specified at the time of purchase. The original purchase will also specify whether there is a response or fix time target. Please note that timed response or fix targets are not guaranteed.

If you choose at the time of purchase to pay for the contract on an annual basis, you will be liable for the full cost of the contract, depending on the length of the original specified term. Customers who purchase an annual Support Contract without agreeing to an extended contract will not be committed to purchasing additional years Support.

j) Advice given by us to you

We are always prepared to offer advice about the goods including advice about installation, compatibility, configuration, and product upgrades.

We know the general purpose for which you require our goods and we will take reasonable care when giving you any advice.

Without knowing the particular application for which you require our goods and the exact specification and configuration of any existing system into which you intend to install our goods we cannot and do not warrant the suitability of any of our goods for your particular purpose.

We do offer a service whereby we will install our goods into your existing system. If you ask us to do that, we can warrant the suitability of the goods installed by us.

k) Your responsibilities

It is your responsibility to ensure compatibility of any goods offered for sale by us both with the existing components within your system and with any other goods offered for sale by us.

It is your responsibility to ensure proper installation of our goods into your existing system.

It is your responsibility to ensure that wherever necessary you access the manufacturers web site to download any necessary product upgrades (including drivers and manuals).

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IMPORTANT: In individual circumstances the provisions of the voluntary code may be more or less favourable to you than your statutory rights. You are free to withdraw from the operation of the code at any time and pursue your statutory rights. If you are in any doubt about your statutory rights you may wish to consult a solicitor or your local citizens advice bureau.

The Code

We recognise that goods supplied by us to you may not meet your expectations. In our experience there are many reasons why that may happen. Examples of those reasons include a defect in the goods at the point of delivery to you, incompatibility with existing components within your system, poor installation or simply slower performance than you require.

We are not able to establish why the goods have failed to meet your expectations without an opportunity of inspecting and testing the goods.

In any case where the goods fail to meet your expectations we invite you to return them to us with an explanation of the problem.

In any case where we agree that the problem has arisen because of a defect in the goods at the point of delivery to you:

We will refund the cost of the goods to you if returned within 28 days of the date of delivery;

in any other case we will replace the goods or provide you with a credit for the cost of the goods.
In every case where you return goods upon the basis that there was a defect in the goods at the point of delivery to you we will inspect and test the goods.

Insofar as it may be established that there was no defect in the goods at the point of delivery to you, we reserve the right to charge you £50 as a contribution towards the cost of inspecting and testing the goods.

In any case where it is established that there was no defect in the goods at the point of delivery to you:

We will nonetheless try to assist you in resolving the problem.

depending upon the age and condition of the goods, we may be prepared to accept the return of the goods subject to a restocking charge and refund or credit the balance of the costs of the goods.

insofar as the age or condition of the goods is such that we are unable to accept their return, we will redeliver the goods to you. You agree to pay to us the reasonable cost of re-delivering the goods to you.

PART III

a) Conditions applicable

These conditions shall apply to all contracts for the sale of goods by us to you to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order confirmation of

order or similar document.

All orders for goods shall be deemed to be an offer by you to purchase goods pursuant to these conditions.

1. Acceptance of delivery of the goods shall be deemed conclusive evidence of your acceptance of these conditions.

2. Any variation to these Conditions (including any special terms and conditions agreed between you and us) shall be inapplicable unless agreed in writing by us.

3. These terms represent the entire agreement between you and us.

b) Price and Payment

The price (unless otherwise expressly stated) shall be exclusive of value added tax which shall be due at the rate ruling on the date of our invoice.

Where the price is expressed to be inclusive of value added tax we have the right to adjust the price at any time before delivery to take account of any increase in value added tax.

Payment of the price and value added tax shall be due on the date of the date of the invoice unless otherwise agreed. Time for payment shall be of the essence.

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above Natwest Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

You agree to pay debt recovery costs of £100 plus 15% of the value of the amount outstanding should you fail to pay within the agreed credit terms.

If you fail to make any payment on the due date then without prejudice to any of our other rights we may:

1. suspend or cancel deliveries of any articles due to you; and/or
2. appropriate any payment made by you to such of the goods (or goods supplied under any other contract with you) as we may in our sole discretion think fit.

c) No set off

You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim which you may have or allege to have or for any other reason whatsoever.

d) Delivery and non-delivery of goods

The goods shall be delivered to you at your address. The risk in the goods shall pass to you upon such delivery taking place.

We shall arrange for carriage of the goods to your address. The costs of carriage and any insurance which you reasonably direct us to incur shall be reimbursed by you without any set-off or other withholding whatever and shall be due on the date for payment of the price. The carrier shall be deemed to be your agent.

We shall not be liable for any loss or damage whatever due to failure by us to deliver the goods or any of them promptly or at all.

Notwithstanding that we may have delayed or failed to deliver the goods or any of them promptly you shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 14 days of the agreement.

e) Retention of title by us

The goods shall be at your risk as from delivery.

In spite of delivery having been made property in the goods shall not pass to you until:

1. you have paid the price plus value added tax in full; and
2. no other sums whatever shall be due from you to us.

Until property in the goods passes to you the goods and each of them shall be held by you on a fiduciary basis as bailee for us.

You shall store the goods (at no cost to us) separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

Notwithstanding that the goods (or any of them) remain our property you may sell or use the goods in the ordinary course of your business at full market value for our account. Any such sale or dealing shall be a sale or use of our property by you on your own behalf and you shall deal as principal when making such sales or dealings.

Until property in the goods passes from us the entire proceeds of sale or otherwise of the goods shall be held in trust for us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as our money.

We shall be entitled to recover the price (plus value added tax) notwithstanding that property in any of the goods has not passed from us.

Until such time as property in the goods passes from us you shall upon request deliver up to us such of the goods as have not ceased to be in existence or resold. If you fail to do so we may enter upon any premises owned occupied or controlled by you where the goods are situated and repossess the goods.

You authorise us to repossess the goods from any other premises where the goods may be situated from time to time provided always that we have the consent of the person who owns, occupies or controls such premises to enter thereon. On the making of a request by us to you to deliver up such goods your rights to sell, use or otherwise deal with the goods shall cease.

You shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are our property. Without prejudice to our other rights, if you do so all sums whatever owing by you to us shall forthwith become due and payable.

You shall insure and keep insured the goods to the full price against 'all risks' to our reasonable satisfaction until the date that property in the goods passes from us, and shall whenever requested by us produce a copy of the policy of

insurance. Without prejudice to our other rights, if you fail to do so all sums whatever owing by you to us shall forthwith become due and payable.

You shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to our other rights, if you fail to do so all sums whatever owing by you to us shall forthwith become due and payable.

f) Acceptance of the goods

You shall be deemed to have accepted the goods 3 days after delivery to your carrier.

After acceptance you shall not be entitled to reject goods which are not in accordance with the contract.

g) Rejection of the goods

If you properly reject any of the goods which are not in accordance with the contract you shall nonetheless pay the full price for such goods unless you return such goods to us at your cost before the date when payment of the price is due

h) Return of goods which are in accordance with the contract

No goods delivered to you which are in accordance with the agreement will be accepted for return by us without our prior written approval (in accordance with our returns authorisation procedure) and on terms to be determined at our absolute discretion.

If we agree to accept any such goods for return you shall be liable to pay a handling charge of 15% or £50, whichever is greater, of the invoice price. Such goods must be returned by you to us carriage-paid and in the original packaging.

Goods which are in accordance with the agreement and are returned without our prior written approval may at our absolute discretion be returned to you or stored at your cost without prejudice to any other rights or remedies we may have.

i) Variations in description or specification

We may deliver goods of a different description or specification from that agreed and as may be required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the goods.

j) Limitations upon our liability to you

Our liability to you for any breach of contract or negligence (save and except our liability for negligence for death or personal injury) shall be limited to the price of the goods together with any expenses incurred by you in notifying us and returning the goods to us.

We shall not be liable for any consequential loss including without limitation any loss caused by interruption of your business, loss of electronic information or physical damage to property and whether directly or indirectly caused by any breach of contract or by negligence by us or by any servant or agent of ours.

We recommend that as a matter of good business practice you maintain insurance and that you maintain a back up system and that you back up your electronic information.

h) Choice of law and jurisdiction

This contract is subject to the law of England and Wales.

All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

If any part of these terms and conditions shall be found to be unlawful, it shall not affect the validity or enforceability of the remainder of the conditions.