

TERMS AND CONDITIONS

Our not so small print is designed to be clear and easy to understand. If you have any points you would like to clarify before doing business with us please call to discuss your situation.

1. DEFINITIONS

In these Conditions unless the context requires otherwise:

1.1 “the Company” means Mini-PCs of 17a Flemming Crescent, Leigh on Sea, Essex. SS94HR

1.2 “the Buyer” means the person who buys or agrees to buy/engage Goods/Services from the Company

1.3 “the Goods or Services” means the articles which the Buyer agrees to buy from the Company

1.4 “the Price” means the price for the Goods/Services excluding delivery, insurance and VAT unless clearly stated

1.5 “Standard Hourly Rate” This is the rate charged for I.T. Services or known as SHR for short.

2. CONDITIONS APPLICABLE

2.1 These Conditions shall apply to all orders and contracts for the sale of Goods or Services by the Company to the Buyer to the exclusion of all other terms & conditions including any terms & conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions

2.3 The acceptance of delivery of the Goods or granting an Engineer access to carry out I.T. Services shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions

2.4 Any variation of these conditions (including any special terms & conditions agreed between the parties) shall be inapplicable unless agreed in writing by both the Company and the Buyer.

2.5 Save for any variations to these Conditions in accordance with sub-clause 2.4 the sales order and invoice constitute the entire agreement between the Company and the Buyer for the sale of the Goods

2.6 The Company's employees and agents are not authorised to make any representations about the Goods unless confirmed by the Company in writing. In entering into this Contract the Buyer acknowledges it does not rely on any such representations which are not so confirmed

2.7 Quotations are not guaranteed pricing as some costs are affected by market forces and subject to change. Due to such changes the Company will amend any quotations accordingly. Normally, where possible, prices are guaranteed for a period of fourteen days only unless otherwise stated. The Company reserves the right at its discretion to subcontract any part of the work or the supply of any of the goods or services when deemed necessary.

2.8 When requested to install software, the Company will only do so when provided with genuine software and license products keys where applicable.

2.9 Data retrieval is done so entirely at the Buyer/Client/s explicit request. The Company will not accept any liability for loss or damage howsoever caused. There are no guarantees for data recovery/transfer. It is our recommendation that all data should be adequately backed up at regular intervals to prevent such a loss occurring.

3. PRICE AND PAYMENT

3.1 Pricing is kept as transparent as possible. We pride ourselves that no additional work will be carried out without your explicit agreement nor will any parts be ordered unless discussed and agreed with you the Buyer first.

3.2 The Company reserve the right by giving notice to the Buyer at any time before delivery to increase the Price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the company or any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by the Buyer.

3.3 The SHR is currently £46.99 per hour or part thereof and payments for I.T. Service charges are due immediately on presentation of an invoice. There are no agreed terms unless provided in writing and signed by the Company

3.4 The Buyer shall pay the Price for the Goods, together with VAT, insurance and delivery charges (if applicable) before delivery unless terms or a suitable deposit have been agreed, in which case the balance payment is due on installation or delivery with the presentation of an invoice.

3.5 Payment not received when payable will be considered overdue and the Company reserve the right to withdraw any discount that has previously been applied as our terms and conditions have not been met. As such overdue accounts will be liable to interest from the date payable at the rate of 4% per annum above the base rate of NatWest bank plc. Such interest shall accrue on a daily basis and be payable on demand after as well before judgement. All costs incurred in collecting payment shall also attract interest as part of the overall debt.

3.5a Orders that are stored for more than seven days without prior arrangement will attract storage fees of a £1 per day. If an item is not collected or the storage fee remains unpaid we reserve the right to sell the goods to recover our fees.

3.6 Additional correspondence for the collection of overdue balances will be charged at £15 per letter plus recorded delivery fees

3.7 The Company may at its discretion withdraw credit facilities and upon notification of such a withdrawal to the Buyer payments will become immediately due in full

3.8 The Company shall be entitled to recover the Price notwithstanding that property in the Goods has not passed from the Company

3.9 Custom ordered machines or parts require 50% deposit and this is non refundable due to the exclusivity of the order and handling fees.

3.10 All Goods/Services are due immediate payment on presentation of an invoice. Unless it is agreed in writing there are exceptions to this condition as described above

3.11 Card payments are welcomed but will be levied a handling fee as passed to the Company. The minimum fee is currently £2.50 but could be more. Please note this is out of our control and merely passed on.

3.12 The time for payment in accordance with Clause 3.3 and 3.4 shall be of the essence of the contract

4. DELIVERY OF GOODS

4.1 Delivery will be to the address shown in the sales order or as otherwise nominated by the Buyer

4.2 Any time or date given by the Company for delivery is approximate and the Company shall not be liable for delay in delivery, however so caused.

4.3 In the event of the Buyer failing to accept delivery of Goods ordered at the agreed time and place, the Buyer shall pay any re-delivery or storage charges thereby incurred. Storage prices are currently £1 per day. Please check back as this may change in the future.

4.4 The Company will at its option replace or credit Goods proved to its satisfaction to have been lost or damaged in transit, provided that the Buyer notifies the Company in writing of any claim for lost Goods within seven days of the date of the invoice and of any claim for damaged Goods within forty-eight hours of delivery

4.5 The Goods shall be at the Buyers risk as from delivery

4.6 The Buyer is responsible for all delivery charges

5. TITLE

5.1 In spite of delivery having been made, property in the Goods shall not pass from the Company until:

- (a) The Buyer shall have paid the price plus VAT in full; and
- (b) No other sums whatever shall be due from the Buyer to the Company

5.2 Until the property and the Goods passes to the Buyer in accordance with Clause 5.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Buyer shall store the Goods (at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property

5.3 Notwithstanding that the Goods (or any of them) remain the property of the Company, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Company. Any such sale or dealings shall be a sale or use of the Company's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money

5.4 Until such time as the property in the Goods passes from the Company, the Buyer shall, upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Buyer fails to do so, then the Company may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such a request the rights of the Buyer under Clause 5.3 shall cease

5.5 The Buyer shall not pledge or anyway charge by way of security for any indebtedness any of the Goods which are the property of the Company without prejudice to the other rights of the Company if the Buyer does so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.

5.6 The Buyer shall ensure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of the Company until the date that the property in the Goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company if the Buyer fails to do so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.

6. WARRANTY AND LIABILITY

6.1 Subject to the conditions set out below the Company warrant that goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of twelve months. Save that in the case of replacement laptop screens, keyboards and mice, the warranty period is three months from date of installation /delivery. In addition the Company will pass on to the Buyer the benefit of any greater manufacturer's warranty (to the extent that such warranty is assignable).

6.2 The above warranty is given by the Company subject to the following conditions:-

(a) The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow manufacturers' instructions, misuse, alteration or repair of the goods without the Company's approval

(b) The Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date for payment

(c) In the event of a claim for breach of warranty the company shall be entitled to repair or replace the goods (or the part in question) or, at the Company's sole discretion, refund to the Buyer the price of the goods (or proportionate part of the price), but the Company shall have no further liability to the Buyer. The Buyer acknowledges that the value of the goods may fluctuate after the date of delivery and any refund or credit note awarded by the company in respect of the goods shall be made at the Company's sale price at the date of the return of the goods.

6.3 Additionally the Company is willing to provide on-site maintenance and support services for the repair of machines built by it. The Buyer is recommended to arrange accordingly. Details of such services are available upon request at our SHR.

6.4 These conditions do not limit the Company's liability in respect of death or personal injury arising out of negligence nor in the case of a consumer sale shall they affect the statutory rights of the Buyer.

6.5 The Buyer accepts that the limitations and exclusions set out in these Conditions are reasonable and acknowledges that the contract having been freely and openly negotiated in the knowledge that the Company's liability is to be limited in accordance with these Conditions and that a higher price would be payable but for these limitations.

6.6 These Conditions expressly set out the Company's entire liability in respect of the goods sold. The Company's liability in respect of goods sold shall be limited to the cost price of the goods and the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused or arising out of the use of the goods or services supplied by it.

6.7 The Buyer shall indemnify the Company against the consequences of all claims made against the Company by any third party in respect of defective goods supplied by the company to the Buyer in so far as any such claim exceeds that which the Buyer could have successfully claimed against the Company.

6.8 The Company reserves the right to make improvements, substitutions or modifications to any part of the goods at any time provided that such substitutions or modifications will not materially affect the performance of the goods. The Buyer further agrees that in the event of goods not being readily available the Company may substitute therefore the latest equivalent goods which are readily available.

7. FORCE MAJEURE

The Company shall not be liable in respect of any shortage or failure to supply goods where such shortage or failure is due to act of God or any other reason beyond the control of the Company and the Company in such circumstances will not be liable in respect of any consequential loss to the Buyer.

8. NOTICE

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing and sent by post or email to its principle place of business or registered office.

9. WAIVER

Any indulgence granted by the Company to the Buyer or any waiver by the Company of its rights under these conditions in respect of any particular transaction or series of transactions shall not be deemed an agreement to confer the same indulgence or waiver of the Company's right in respect of any further transaction(s).

10. LAW

These Conditions shall be governed exclusively by the law of England.

11. EMAIL

11.1 If you use Email as a form of communication the Company will not accept any liability outside of its own network howsoever caused.

11.2 All emails sent by the Company are strictly private and confidential and as such are the property of Min-PCs. They are not for publication, distribution or dissemination.

11.3 Opinions expressed by employees via emails are not the opinions of the Company

11.4 Should you be sent an email by mistake please delete it immediately and contact us

11.5 All Client/Buyer details are solely for providing goods and services, no details will be sold or distributed to third parties.

11.6 Any breach of the above and the Company reserve the right to seek and use any legal remedy it sees fit.

12. ACCEPTANCE

On behalf of the Buyer I/we understand and accept the conditions printed above and confirm that I am duly authorised by the Buyer to sign these conditions.

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