

Company Details:

J & E Computers Ltd Trading As Brighthouse Computer Centre
No3 Owlerings Road
Brighthouse
West Yorkshire HD6 1EJ
Tel:01484 402030 Fax:01484 402121
sales@bh-cc.net

1.General

- i. The Contract made by you on-line with J & E Computers Ltd, (hereafter referred to as 'The Company') incorporates these terms and conditions which will prevail over any and all terms and conditions, proposed by you.
- ii. Do not proceed with your purchase until you have read and accepted the terms and conditions.
- iii. The contract will not be concluded until we have received your valid credit or debit card payment details and we have accepted your on-line order.
- iv. Payment will be taken in full at the time of order.
- v. Every effort is made to ensure the accuracy of our website, however some prices/details on the site may change from time to time. We will use our best endeavours to rectify any errors, but we cannot be responsible for any losses incurred.
- vi. All products and prices are subject to availability.
- vii. Product supplied may differ from those on display or advertised. Images and Specifications are for illustrative purposes only.
- viii. The Company may change the terms & conditions without prior notice to you in relation to future sales.

2.Price

- i. All prices are in £ Sterling.
- ii. Goods and services, together with VAT will be invoiced at the price prevailing at the time of order.
- iii. The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Company will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- iv. In addition to the price of the goods, you may be required to pay a delivery charge and credit card charge if applicable.

3.Payment

- i. The Company reserves the right to change its prices from time-to-time. All reasonable efforts will be made to update the website of any price changes as they occur. The prices will not be altered once we have received and accepted your on-line order. The price of the products does not include delivery.
- ii. Payment for the goods and other charges can be made by any method shown on the website at the time you place your order. Where payment is made by credit card, a transaction handling charge of 2.5% of the transaction amount will be charged. There is no transaction charge for Debit cards.
- iii. Goods will be delivered only after cleared funds are received for the order.

4.Delivery

- i. Order placed before 4:00 pm (on a working day) will be processed that day and will be delivered as per the requested delivery option provided no additional checks are required and all stocks are available.
- ii. Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Company will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Company will inform you as soon as possible. The time of the delivery will not be of essence. The goods may be delivered in advance of the quoted delivery date.
- iii. If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Company) then without prejudice to any other right or remedy available to it, the Company may:
 - a) store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage;

- b) or sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- iv. If you fail to take the delivery because you have cancelled the contract under Distance Selling Regulations the Company will refund or re-credit you within 30 days for any sum that has been paid for the goods less any expenses incurred for the failed delivery.
- v. Upon receipt of your order you will be asked to sign for the goods received in good condition. If you are unable to check the contents at the moment of delivery, please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims thereafter.

5. Risk/Title

- i. Goods are at your risk from the time of delivery.
- ii. Title of goods will pass to the purchaser only when payment in full has been received.
- iii. The Company or its suppliers will not be liable for incidental, consequential or special damages arising from, or as a result of, any electronic transmission or the accuracy of the information contained in the website.

6. Your Right to Cancel

- i. You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods. You may return the goods without reason. You will be responsible for the cost and the safe return of the products. Once the product is returned and are in a good condition for resale, a refund of the purchase price will be made within 30 days, unless the products have been misused, or are in a condition that warrant the product non-saleable. Risk of damage to the returned products lies with you all the times. No refund will be made for the charges levied.
- ii. You must let us know of your decision to cancel the contract within 7 working days and any notification **must be in writing and sent by e-mail, post or fax**. Notification by Telephone is not sufficient.
- iii. You do not have the right to cancel the contract if the order is for computer software which has been unsealed by you, or for consumable goods which, by their nature, cannot be returned.

7. Warranties

- i. All goods supplied by the Company are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a customer.
- ii. This warranty does not apply to any defects in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or a third party, use otherwise than as recommended, failure to follow instructions or any repairs or alterations carried out without the Company's approval. You will be responsible for the cost and the safe return of the products.
- iii. If the goods supplied are damaged on delivery or develop a defect while under warranty, you should notify us within 7 days of the date you discovered the damage or fault.

8. Site Content & Disclaimers

- i. The Company has used reasonable care and skill in compiling the content of its website but makes no warranty, express or implied, as to the nature or accuracy of any material on the website and cannot accept liability for any particular material on the website or as a result of any use of or reliance placed upon information contained within its website.

Every effort is made to ensure the accuracy of the website, however some prices/details on the site may change from time to time. The Company will use its best endeavours to rectify any errors, but we cannot be responsible for any losses incurred.

The Company has a policy of continuous product enhancements and reserve the rights to amend the specifications of products. Product supplied may differ as a consequence from those on display or advertised. Unless agreed with you, the products supplied will be of equivalent value, functionality and appearance.

Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and you will be solely responsible for any damage to your own computer system or loss of data that results from the download of any such material.