



## **Aspire Computers Ltd – Business Terms and Conditions of Sales**

### **General**

1. Goods are subject to availability and may vary from those advertised.
2. You must decide before ordering if the goods are suitable for your needs.
3. Please note we are not obliged to accept your order or offer you credit terms.

### **Prices and Payments**

4. 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.
5. We accept payment by bank transfer, cheque or cash. Goods bought must be paid for in full within 14 days from our invoice date unless otherwise stated.
6. We accept payment by Mastercard, Visa Debit and Maestro with a 2.75% surcharge.

### **Retention of Title Clause**

The company retains ownership of the goods which are the subject of this contract and ownership of the goods shall not pass to the buyer and any sub-buyer(s) until all debts or other obligations owed by the buyer to the company have been fully paid for, but the risk in the goods shall be borne by the buyer from the date of the delivery by the company or its agents to the buyer.

### **Tracing Clause**

Notwithstanding delivery to the buyer, the company shall be legally and beneficially entitled to the ownership of the goods until payment of all debts owed by the buyer to the company. Until such payment, and subject to the following provisions, the buyer holds the goods as bailee of the company and owes to the company the normal fiduciary obligations of a bailee by way of custody in respect of the goods.

In so far as the buyer shall, or shall purport to, offer for sale and sell the goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the company. The company shall, by reason of the said relationship of bailment between the buyer (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the buyer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the buyer in a separate and identifiable form.

The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the buyer shall discharge the debt due to the company and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.



## Aggregation clause

The company retains ownership in the goods delivered as against the buyer until the full purchase price has been paid. If any of the goods is incorporated in or used as material for other goods before payment to the company, the property in the whole of those goods shall be and remain with the company until payment shall have been received or the other goods have been sold and all the company's rights under this agreement in the material shall extend to those other goods. The company's right to the material and/or the other goods is recognised in this agreement and it is the intention of both parties that ownership

## Access for the Purpose of Collection Clause

The buyer shall permit the of that material and/or goods shall vest in the company. company access to those premises where the goods are located for the purpose of collecting the same. If the goods are located at premises which are not in the control of the buyer, the buyer will make arrangements for the goods to be collected from those premises and delivered to the company, alternatively the buyer will make arrangements for the goods to be collected from those premises and the buyer will safely store the goods at their premises awaiting collection by the company.

## Delivery

7. We charge for all deliveries. We operate a standard next day delivery service for in stock items to suitable ground floor reception or stores areas.  
Please notify us in advance if you have any special delivery requirements.
8. If the goods do not arrive or are incomplete or damaged when you open them you must tell our Customer Services Department within 5 days of receipt or expected delivery
9. After your acceptance of delivery you are responsible for protecting the goods against loss or damage.

## Returns

10. We will accept returns of faulty goods within 14 days of delivery. You need to obtain an RMA (Returned Merchandise Authorisation) from our Customer Services Department.  
Goods must be returned in their original packaging.
11. 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 handling charge of 15% of the purchase price for this service. Please contact our Customer Services Department.
12. If you return goods please ensure that you have backed up your data. We will not be responsible for any data that is lost.
16. Please note we do not accept returns of Software licences.
17. Guarantee and Liability
18. All our goods are sold to you with the benefit of the manufacturer's warranty.



19. We do not accept liability for claims concerning the goods as to their quality, fitness for purpose or otherwise, except for death or personal injury caused by our negligence. Nor do we accept any liability for indirect or consequential losses or loss of profits.
20. We exclude any warranties in respect of the goods express or implied by statute, common law or of any other kind.

## **Force Majeure**

The Company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the Customer as a result of any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the Company's control. This includes, but is not limited to breakdown of plant or machinery, strike, industrial dispute, shortage or delay in receiving Goods, war (whether declared or not), terrorism, or Act of God. If any such event continues for more than 28 consecutive days, the Company may terminate the agreement by written or email notice to the Customer without prejudice to the accrued rights of either party.

## **Aspire Computers Ltd – Website and Social Media Development Terms and Conditions of Service**

Following on and including all of the above;

1. Aspire Computers Ltd will use reasonable endeavours to ensure a prompt and continuous service as described in the communication ("the Service") but will not be liable for any loss of data resulting from delays, non-deliveries, or service interruptions caused by circumstances beyond the direct control of Aspire Computers Ltd, or by errors or omissions of the Customer.
2. Aspire Computers Ltd will not be held liable for indirect, economic or consequential loss whatsoever.
3. All fees paid are non-refundable and once registered domain names cannot be changed in their name or extension without the costs due in the registration of a new name with the appropriate registry costs.
4. Aspire Computers Ltd may elect to suspend or terminate the Service immediately on any default of payment by the Customer.
5. It is the Customer's responsibility to keep all user names and passwords secure and not let third parties knowledge or access to them or to store them on any computer in plain text or in a format that is easily accessible.
6. The Customer will notify Aspire Computers Ltd immediately by telephone or e-mail in any event of a username or password becoming known to a third party.
7. Any domain transfers should be made in writing via email only and no refunds will be due for domain registrations.
8. Domain transfer requests – provided all details are correct and procedures followed by the customer – should be carried out by Aspire Computers Ltd within 72 hours of receiving the customer's email assuming also all outstanding invoices/balances have been settled by the customer with Aspire Computers Ltd.



# Aspire Computers Ltd

9. No additional charges are made by Aspire Computers Ltd for domain administration.
10. Aspire Computers Ltd will register a domain to an individual and/or company on a per domain basis and the individual or company is granted exclusive use of this domain so long as all fees are paid and the balance of any accounts are kept up to date.
11. By registering a name you agree to keep Aspire Computers Ltd and its associated companies and its Directors fully and effectively indemnified at all times against action brought about by any person, persons or company against you in using the name. You will assume liability and costs for any such action and release Aspire Computers Ltd and its associated companies should any such situation arise.
12. Any registered domain can be used for any legal, decent and honest use on the Internet and must not breach any UK laws. The name cannot be used for any immoral or pornographic use. The registrant agrees to have read and accepted the terms and conditions of the appropriate domain registry before ordering a domain name for registration by Aspire Computers Ltd.
13. Aspire Computers Ltd shall not be liable for indirect, incidental or consequential damages, including loss of income, data, or information in any event by use of the Service.
14. Aspire Computers Ltd reserves the right not to register or assign any domain name for whatever reason.
15. Aspire Computers Ltd reserves the right to delete or suspend any domain name if payments have been defaulted upon and may at its discretion levy admin charges in re-establishing any domain or service thereof.
16. Aspire Computers Ltd reserves the right to vary the rate charged for domain name registrations and renewals and/or modify the services offered.
17. Aspire Computers Ltd reserves the right to do normal system housekeeping such as creating back-ups AND do not accept responsibility for ensuring back up works though – your data security is your own responsibility.
18. Each respective Registry (ie Nominet, InterNic etc...) will notify the legal registrant of the disputed domain(s) of their position and liaise with all parties in dispute as determined by their respective terms and conditions of service provision. Aspire Computers Ltd cannot enter into any direct involvement with the resolution of any dispute other than inform and relay to its client any information supplied by the appropriate Registry as we have no ultimate control over of any domain assigned by any Registry.

**If you require any further information, please contact Aspire Computers Ltd via post, telephone or email.**