

KILLER-BYTE CONSUMER TERMS OF SALE

**PLEASE READ THESE TERMS OF SALE
CAREFULLY BEFORE PLACING YOUR
ORDER AND RETAIN A COPY OF THESE
TERMS AND YOUR ORDER FOR FUTURE
REFERENCE. BY USING KILLER-BYTE
YOU AGREE TO THESE TERMS.**

1. Format of the contract

- i. These terms of sale apply to all goods and services provided by Killer-Byte, whose registered office is at 25 Deepwell Avenue, Halfway, Sheffield, S204SL, the "Supplier").
- ii. No contract exists between you and the Supplier for the sale of any goods and services until the Supplier has received and accepted your order and the Supplier has received payment in full. Once the Supplier does so, there is a binding legal contract between us.
- iii. The contract is subject to your right of cancellation (see below).
- iv. The Supplier may change these terms of sale without notice to you in relation to future sales.
- v. To order goods and services through Killer-Byte you must be at least 18 years of age. We will treat each order for goods and services as an offer by you to purchase the goods and services subject to these terms and conditions.
- vi. Killer-Byte gives no assurance as to the mutual compatibility of goods and services on any single invoice. It is the responsibility of the buyer to ensure that the goods purchased are suitable for the purpose intended. Advice sought by the customer from the Company in this respect may be given but cannot be relied upon by the customer or guaranteed by the Company unless the Company has access to the working system and the ability to carry out a full inspection of any software or operating system.
- vii. Except as may be implied by law where the buyer is dealing as a consumer, in event of any breach of these Conditions by the Company the remedies of the buyer shall be limited to damages which shall in no circumstances exceed the price of the goods and the Company shall under no circumstances be liable for any indirect, incidental or consequential damages.
- viii. These terms and conditions are subject only to UK law.

2. Description and price of the goods

- i. All charges are agreed before commencement of any services or sales.
- ii. However, additional services may be requested by customers whilst a technician is carrying out the agreed services. These additional services will be charged at their corresponding normal rates and will also be agreed before work is carried out.
- iii. In addition to the price, you may be required to pay a delivery charge for the goods.

3. Payment

- i. Payment for the goods and delivery charges can be made by Cash or Cheques made payable to Killer-Byte. Payment must be made on the completion of work.
- ii. Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.
- iii. The Company reserves the right to levy charges for any of the following services: Inspection of any piece of computer equipment and installation / replacement of either software or hardware - Diagnosis and testing of any problems encountered with any piece of hardware or software, Recovery of any hardware or software problems and backup of any data when requested by the customer.
- iv. Credit notes must be used within six months of the date they are issued. Any credit notes over six months old are invalid.

4. Delivery / Work Commencement

- i. All customers outside five miles of the s20 geographic area may incur a call out fee. Currently £10.
- ii. The goods and services you order will be delivered to the address you give when you place your order.
- iii. Orders can be placed during working hours as advertised on the website
- iv. Every effort will be made to deliver the goods and services as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

5. Risk/Damage

- i. Killer-Byte accept no responsibility or liability for any damage caused to:
 - a. Property
 - b. Persons
 - c. IT Equipment

Whilst representatives are on site with a customer.

- ii. Killer-Byte accept no responsibility or liability for any damage caused to:
 - a. Property
 - b. Persons
 - c. IT Equipment

Whilst removed from the site for any reason.

6. Your right of cancellation

- i. In the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address provided. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.
- ii. 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, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods. PC systems are built to customer specifications and the following cancellation charges apply:
- iii. Once you confirm your order as correct a standard cancellation fee will be at the expense of the customer.
- iv. An order cancelled in transit will incur the standard cancellation fee plus additional transit costs at the expense of the customer.
- v. In the event of an order returned due to non-delivery, the transit costs will be at the expense of the customer.

7. Warranty

- i. All goods supplied by the Supplier 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 consumer.
- ii. All services provided by the supplier are warranted with a discretionary period of 2 months. If it is deemed that the service or good has been damaged by direct interference of the customer then additional charges may apply.
- iii. This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.
- iv. If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier as soon as possible, but in any event within 14 days of the date you discovered or ought to have discovered the damage, defect or complaint.
- v. Items purchased sold at a special price as end of line or for other reasons that prevent them from being sold as new are sold with a 30 day warranty only. These items may be second user, refurbished or discontinued stock. They may be missing drivers, manuals, cables and accessories. Packaging, if supplied, may not be in new condition. All items are tested working.
- vi. Any items which are returned under the warranty and are found to be in a working condition will be charged a testing fee of £10 or 10% of the value of the goods, whichever is the greater.

8. Returns Policy

- i. It is the responsibility of the buyer to return and collect goods to / from the Company's premises.
- ii. The goods cannot be returned unless an RMA number has been requested and obtained from the Company and the package clearly marked on the outside with this identification.

- iii. It is the customer's responsibility to take reasonable care of the goods whilst in their possession. If this condition is not met the Company reserves the right to make a reasonable charge for restocking and resale at a price that is less than that charged for the goods if sold as new. This charge will vary according to the condition of the returned goods. This provision is designed to ensure that returned goods can be sold again as new.
- iv. Computer Systems built to the customer's individual specifications are exempt from the right to cancel under the Distance Selling Regulations.
- v. Non-faulty items returned to our premises complete in the original packaging together with manuals and software disks within 7 working days of purchase may obtain a credit note. Goods must be sellable as new in order to qualify for a credit note. All software must be unused and sealed within the original packaging. Outside of 7 working days, non faulty items will not be exchanged or a credit note offered under any circumstances. Full refunds will not be considered if the goods are damaged in any way and seals broken invalidating any warranty.
- vi. Killer-Byte gives no assurance as to the mutual compatibility of components or services sold on any single invoice. It is the responsibility of the buyer to ensure that the goods purchased are suitable for the purpose intended. Advice sought by the customer from the Company in this respect may be given but cannot be relied upon by the customer or guaranteed by the Company unless the Company has access to the working system and the ability to carry out a full inspection of any software or operating system.
- vii. Credit notes must be used within six months of the date they are issued. Any credit notes over six months old are invalid.
- viii. We will not accept returned software and/or licences under any circumstances.

9. Data Protection

- i. The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

10. Images

- i. Product images are for illustrative purposes only and may differ from the actual product.

11. Schools – Applies to all School Contracts

- i. 12 Month Maintenance Contract provide:

- No call-out fees
- No labour fees

- ii. The contract covers:

- The server
- All workstations / laptops currently present in school
- Any Additional workstations / laptops provided by Killer-Byte
- Printers / Scanners configuration

- iii. This contract excludes:

- Additional / Replacement parts
- Additional / Replacement equipment
- Any other IT equipment
- Training
- Projects inc Website Development
- Home visits

iv. T&C

- Killer-Byte will provide IT support for 1 year from the date of commencement.
- IT support does not include:
 - Training / Teaching
 - Special Projects
 - Parts / Equipment
 - Any of the above will be negotiated and quoted as a separate job.
- Both parties have the right to cancel this contract giving 1 months notice in writing.
- Although payment may be annualised this is a **Term Time Only** contract. Work days that fall in Public, Bank, School holidays or any other site closure are lost. Work carried out during these periods is chargeable – see below.
- Additional “one off” hours can be purchased for additional work during in holiday / out of term hours at the reduced hourly rate of £25 per hour at the discretion of Killer-Byte.
- Killer-Byte may be called during the working week to seek advice or report an urgent job, at its discretion Killer-Byte can choose to attend to the job before the next scheduled session if applicable.
- Consent is given for work completed by Killer-Byte to be used as reference material and Killer-Byte advertising media.
- Killer-Byte terms and conditions apply and are agreed to on commencement of this contract.
- Payment can be made in a single lump sum or may be annualised as required.
- Missed appointments / sessions which are pre-booked with Killer-Byte are chargeable at £25