

PERSONAL COMPUTER WORLD BUYERS' CHARTER

MAIL ORDER PROTECTION SCHEME (MOPS)

When you order goods as a *private* individual reader from a UK supplier's advertisement in *Personal Computer World* and pay by post in advance of delivery to that Mail Order Advertiser, which subsequently ceases to trade and goes into Liquidation or Bankruptcy prior to delivery of such goods, you may, under the 'Buyers' Charter', qualify for compensation, providing:

1. You have not received the goods or had your money returned.
2. You have followed the *Personal Computer World* guidelines when placing your order (see right).
3. You have taken all reasonable steps to effect delivery or refund.
4. You have retained irrefutable proof of purchase, for verification purposes:
 - a) A copy of the original advertisement from which the goods were ordered.
 - b) Comprehensive proof of payment.

GUIDELINES

Claims must be submitted so as to arrive 'NOT EARLIER THAN TWENTY-EIGHT DAYS AND NOT LATER THAN THREE MONTHS' from the official on-sale date of the magazine. Claims must be submitted to the Customer Services Manager IN WRITING, summarising the situation and lodged strictly within the time schedule stated. *Claims received outside this period will not qualify for consideration for compensation under the 'Buyers' Charter'.*

Once a supplier who has advertised in this magazine has become subject to either Liquidation or Bankruptcy proceedings and upon completion of all winding-up procedures, *Personal Computer World* guarantees to expeditiously process those *private* individual readers' claims made and submitted, in accordance with those procedures outlined, up to the following limits.

- a) £2,000 in respect of any claim submitted by one Private Individual Reader.
- b) £100,000 in respect of all advertisers so affected in any one year.

These sums define the Publisher's maximum liability under the scheme, and any additional payments above and beyond these thresholds will be entirely at the Publisher's discretion. As soon as legal confirmation that a state of liquidation or bankruptcy exists, the processing of claims will immediately commence. If, however, assets are available and the receiver/liquidator appointed confirms that an eventual payment will be made by way of a dividend, all claims under the 'Buyers' Charter' will be subject to reprocessing and will take into account any shortfall which may then exist. Payments under the scheme will also take into consideration the obligations and liabilities of other interested parties, such as credit card and/or insurance organisations, etc.

EXCEPTIONS

This guarantee only applies to advance postal payments made by *private individuals in direct response for goods itemised/illustrated in display advertisements*. It does not cover goods ordered from advertising Inserts or Cards, classified advertisements or MicroMart, or Catalogues obtained from, or supplied by, any advertiser regardless. *Similarly, protection does not exist in relation to purchases made as a result of reviews and/or editorial comment.*

The 'Buyers' Charter' is designed to safeguard the *PRIVATE* individual reader. It does not provide protection to any companies, societies, organisations, unincorporated bodies or any other commercially orientated outlet of any description. Neither is cover provided for orders placed from, or to, any overseas suppliers or for goods purchased for resale.

CAVEAT EMPTOR

Readers are reminded that the Mail Order Protection Scheme was solely implemented to provide protection to the private individual when goods are ordered 'Off the Page' and paid for by post. *It was not designed for, nor will it offer any protection, in the event whereby goods are purchased via the Internet.*

CREDIT CARD PROTECTION

Always pay by credit card when ordering goods valued in excess of £100, thereby ensuring maximum protection in the event that an advertiser ceases to trade prior to such goods actually being received.

DISCLAIMERS

Readers are reminded that the opinions expressed, and the results published in connection with reviews and/or laboratory test reports carried out on computing systems and/or related items, are confined to, and are representative of, only those goods as supplied and *should not be construed as a recommendation to purchase*. Whilst every precaution is taken to ensure that reliability and good business practices prevail, the Publisher cannot be held responsible for the overall trading activities of any supplier referred to, or advertising within, this publication.

HELPING HAND



Each month Anthony George, our customer services manager, gives advice on what to watch out for when buying computer equipment off-the-page.

You may find you have more rights than you thought when offered a credit note or dealing with a credit reference agency.

← Credit notes

If you return goods to a shop you may be offered a credit note. However, you are entitled to a full cash refund if the goods are faulty and returned promptly. In such circumstances a shop refusing to give a full refund is breaking the law. If you paid with a store card or credit card, the price should appear as a credit on your next statement.

Shops are not legally obliged to offer a credit note or a refund for unwanted goods. But in practice, such goods are normally accepted with a receipt of purchase, provided they are undamaged.

← Credit reference agency

When buying on credit, or as a result of a loan agreement, your name, address and details of the transaction will be sent to a credit reference agency for its database records. These details will be made available to other organisations that wish to check your credit-worthiness when you next decide to buy goods without paying cash.

Should you be considered a risk, you may be refused credit. As mistakes do occur and credit is sometimes unjustifiably refused, under the 'Consumer Credit Act 1974' you have the right to inspect records and have them rectified. A company must tell you which agency it used, providing your request is made within 28 days.

Credit reference agencies must supply a copy of any records they hold about you within seven working days from the day they receive your request.

← Remedial action

If you ask for any mistakes in your records to be corrected, the agency must tell you within 28 days whether it will comply. If it will not comply, you can submit a 'notice of correction' of up to 200 words within another 28 days to correct your records.

If you are disadvantaged by uncorrected records, you can sue the agency for damages. You must check your records at the time your application for credit was rejected, as you cannot sue after the event.

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