

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.

This month I'll be looking at 'Defective Goods', following up next issue with what steps to take for claiming your money back and/or getting compensation.

Legally, Defective Goods must match the seller's description, they must be reasonably fit for the purpose for which they are bought and they must be of satisfactory quality. If they do not conform, the trader who sold them to you must pay compensation, or refund your money in full.

But if you buy goods from a private seller (through a 'small advertisement' in a newspaper or at a car boot sale) you have fewer rights. The goods must still match the seller's description, but there is no legal requirement for them to be of satisfactory quality or reasonably fit for their purpose.

➤ Goods must be as described

If the goods don't match any oral or written description attached to them at the time of sale, they are deemed to be defective. If, for example, a watch described as 'solid gold' is found to be gold-plated, the trader has clearly broken the terms of the contract with the buyer and must pay compensation.

➤ When goods are not satisfactory

Goods purchased from a trader must meet the standard that a reasonable person would regard as satisfactory, relative to the description, price, and other prevailing circumstances. They must be fit for every purpose for which they are usually supplied; free from minor defects; safe and durable; with a conducive finish and appearance.

'Satisfactory quality' is based upon a reasonable person's expectations. For example, you'd expect the finish and durability of a new car costing £20,000 to be superior to that of a second-hand car costing £500. However, the second-hand car must also fit its description and be of the quality reasonably expected. The term was introduced in the 'Sale and Supply of Goods Act 1994'. Prior to this Act, and before January 1995, goods had to be of 'merchantable quality', a guide which is still frequently used today. You cannot claim that goods were not satisfactory if the seller pointed out the defect before you bought them, or if you had examined the goods and should have discovered the defect yourself.

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