

## 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 overleaf).
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.*

**T**he payment of a deposit – for goods which may be temporarily out of stock, for example – is normal procedure, but it is extremely important that the customer agrees beforehand with the supplier what will happen to the money should, for whatever reason, the sale fall through. If such an event occurs and the fault is with the supplier, they would obviously refund your deposit. If, on the other hand, you withdraw from the purchase, then legally, the deposit immediately becomes the property of the trader.

Contrary to popular belief, the trader is perfectly entitled to retain the money, especially in circumstances where a custom-made, or specific article is ordered and then subsequently rejected without good reason. Indeed, in such an event, the trader may also claim loss of profit in addition to the money deposited. However, for goodwill purposes, your deposit is usually refunded.

Deposits paid under a CREDIT AGREEMENT which was signed anywhere except at the trader's place of business are subject to specific rules, as previously explained in *PCW's* September, October and November 1999 issues.

### Liquidation/bankruptcy

When you pay a deposit for goods by any means other than a credit card and the company ceases to trade and becomes the subject of liquidation and/or bankruptcy before delivery takes place, your only course of action would be to claim from the appointed liquidators. This may not, however, apply to 'off-the-page' buying. Please refer to *PCW's* Buyers' Charter, left, for further details.

In such circumstances, the customer is, regrettably, the last in a long line of creditors, which invariably include, banks, the Inland Revenue and the company's employees and so on, so the chances of securing the return of your money is very slim indeed. If, however, your deposit was over £100 but less than £30,000 you will be able to claim this from the credit card issuer.

I will deal with interest charges in next month's issue.

Anthony George, Customer Relations Department,  
VNU Business Publications, VNU House,  
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# Order form

PERSONAL  
COMPUTER  
WORLD

Use this form when you order by phone, fax or post.

## SUPPLIER'S DETAILS

COMPANY .....

SALESPERSON'S NAME .....

ADDRESS .....

.....

..... POSTCODE .....

DATE OF TELEPHONE ORDER ..... / ..... / ..... TIME .....

ORDER REFERENCE NUMBER (IF QUOTED) .....

DESPATCH REFERENCE NUMBER .....

## CUSTOMER DETAILS

NAME .....

COMPANY .....

ADDRESS .....

.....

..... POSTCODE .....

DATE OF TELEPHONE ORDER ..... / ..... / .....

ORDERED BY: ☐ TELEPHONE ☐ FAX ☐ POST

ADVERT APPEARED IN PCW:

ISSUE DATE ..... PAGE .....

QUANTITY	DETAILS OF ORDER	UNIT COST £	TOTAL £

## METHOD OF PAYMENT

☐ PERSONAL CHEQUE ☐ PURCHASE ORDER ☐ CREDIT CARD

☐ C.O.D ☐ DEBIT CARD ☐ OTHER (SPECIFY) .....

CARD COMPANY .....

ISSUE NUMBER (debit cards only) .....

START DATE ..... / ..... / ..... EXPIRY DATE ..... / ..... / .....

CARD NUMBER ..... / ..... / ..... / .....

SUB-TOTAL .....

DISCOUNT .....

CARRIAGE .....

SURCHARGES .....

VAT .....

TOTAL .....

SIGNED .....

DATE ..... / ..... / .....

DAYTIME TELEPHONE NUMBER .....

DELIVERY ADDRESS .....

..... POSTCODE .....

AGREED DELIVERY DATE ..... / ..... / .....

## Purchasing Guidelines

There are several steps you can take to help ensure that the buying process is smooth and trouble-free. We'd like to suggest these main guidelines:

### ● KEEP RECORDS

**When you phone a supplier,** make a note of the name of the person you speak to, and when. Note down any claims they make for the product in which you are interested, or any specifications they mention. If you are unsure that what they are offering is right for the task, then ask.

### ● GET A FULL SPEC OF THE MACHINE

**Before you place an order** for a machine, insist on being faxed or emailed a full specification, detailing all components and peripherals. Check what is included: for example,

when buying a printer, are all cables and cartridges bundled in? If you've used a review in a magazine to guide your decision, make sure that what is quoted matches what you have read. Sometimes, machine specifications can change from the model sent for review.

### ● BE CLEAR ABOUT SUPPORT AND WARRANTIES

**Make sure that you get** a warranty that suits your needs and is fully detailed in the quotation. If you need swift repairs, consider paying extra for an eight-hour repair service. Also make sure you understand the level of service you can expect to receive, including who pays for couriers if your machine has to be returned for repair.

### ● USE CREDIT CARD PROTECTION

**When you place your order,** use a credit card. The Consumer Credit Act ensures that credit card purchases between £100 and £30,000 are covered. Check the address to which the goods will be sent. Often, if you buy with a credit card you can only receive the goods at the address on the card. If you are buying over the Internet, make sure you are using a secure server, sometimes denoted by the prefix 'https'.

### ● SET DELIVERY DATE AND CHECK WHAT IS DELIVERED

**This gives you some comeback** if the goods are not delivered on time. When the goods arrive, check the packaging before you sign for them, to guard against damage in transit.