

## 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 over).
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 re-processing 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, will give advice on what to watch out for when buying computer equipment off-the-page.

A consumer credit agreement becomes a legally-binding contract, once signed by the borrower and the lender's representative. Your rights depend on whether the agreement was entered into face-to-face, by telephone or by post.

In all three cases, when you sign the agreement, you must be given a copy of the document. When the lender signs, the contract becomes legally binding. The lender must inform you, by letter or telephone, that the agreement has started and provide a counter-signed copy of the document within seven days.

If the lender does not comply with the rules, or fails to provide a signed copy with the rules, or a signed copy of the agreement within seven days of its starting, they cannot sue the borrower or repossess the goods without an enforcement order obtained from the court.

#### Face-to-face agreement

If you enter into the agreement face-to-face with the lender you must be given separate written details of the APR, as against the monthly rate of interest quoted by the lender. A lender who fails to provide this information is breaking credit regulations. You must be allowed to read the agreement in full before you sign. You have the right to take the document away to study it before signing. Even when you have signed it, the agreement does not constitute a contract until the lender signs.

#### Telephone agreements

If you request a credit deal by telephone – for example, by ordering goods on interest-free credit – you must be provided with written terms and/or an application form before entering into a contract. You will later be sent a credit agreement document.

#### Postal agreements

If you enter into an agreement by post – for example, by filling in a credit card application form – you must be given written details of the credit terms with the application form. If you return the application and it is accepted, you will be sent a credit agreement document.

Your rights to end an agreement depend on how you entered into it and where you signed it. In the next issue I will discuss your rights to either cancel the agreement immediately, withdraw before it starts, or terminate the agreement.

Anthony George, Customer Relations Department,  
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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 which 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'S 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.