

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.

What happens with early redemptions of a consumer credit agreement, and what steps can you take if you cannot pay?

If you wish to pay off your borrowing early, the lender must accept repayment, reassess the lending cost, and apply a rebate against the charge for the credit extended. Your intention to pay the balance must be given in writing to the lender.

If you cannot maintain repayments under a credit purchase or hire purchase agreement, you can terminate voluntarily by handing back the goods and paying off half the amount originally borrowed. Unless the goods are returned, the lender is entitled to serve a default notice, detailing how the borrower has breached the agreement and steps to rectify matters.

Defaulting borrowers have seven days to comply with such a notice, after which the lender can repossess goods and terminate the agreement. If less than a third of the amount borrowed has been repaid, the lender can repossess the goods without the borrower's permission. If a larger sum has been repaid and the borrower refuses repossession, the lender must obtain a county court order.

The court may grant an order for repossession, or make a suspended order to give the borrower time to find the money. If the court decides the original terms of the agreement were extortionate it may alter them to make it easier for the borrower to repay the debt.

If a judgement goes against the borrower, the goods have to be returned and all outstanding monies repaid, plus legal costs. Such judgements will be recorded by credit reference agencies.

There are three ways of buying on credit:

➤ **Hire purchase:** Buying goods on instalments, giving the buyer possession of the goods after a first instalment, but ownership is restricted until an agreed number of instalments have been paid and the option to purchase has been exercised.

➤ **Credit sale:** Sale of goods on credit; ownership passes immediately to the buyer.

➤ **Conditional sale:** The whole or part of the price is payable in instalments, and ownership does not pass to the buyer until a specified time.

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