

## 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.

**T**he subtle difference between debtor-creditor and debtor-creditor-supplier agreements affects your legal rights when making a purchase.

### Debtor-creditor agreements

An agreement that does not directly involve any goods or services, such as one for a bank loan, is between the borrower and lender only. The lender is not responsible for any goods that are purchased as a result of the loan.

### Debtor-creditor-supplier agreements

If you borrow from a supplier of goods (eg under a hire purchase agreement) or from a company that has a business arrangement with the supplier (such as when making a credit card purchase) you enter into this type of agreement.

If your agreement is with a company that has an arrangement with the supplier, you can sue the lender rather than the supplier for faulty goods or services that cost between £100 and £30,000. For example, if you use your credit card to buy a PC and the supplier ceases trading – with the result that the goods are not wholly, or in part received, you can claim compensation from the credit card organisation.

Claims can be made against the credit card company for a refund of the price paid, if the goods or services purchased are faulty, misrepresented by the supplier, or not received.

An agreement exists between credit providers, which protects people who buy goods by credit card while overseas, or order goods from an overseas supplier while in the UK. A purchaser who suffers loss will be compensated only for the amount paid by the credit card – for example, if you buy a £400 item while abroad, paying £300 in cash and the rest by card, only £100 will be reimbursed.

Such legal protection does not exist if you use a debit card, such as Switch or Delta, or a Eurocheque with a guarantee card. Such transactions are subject to the law of the country in which you purchased the goods – unless you have an advance arrangement that UK law should apply.

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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.