

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.

As promised, here are a few facts about your rights to cancel, withdraw or terminate credit agreements.

➤ **Cancellation:** When you enter into a face-to-face agreement with a lender and sign the document at home, you are entitled to a minimum five-day cooling-off period when you may cancel penalty-free. For example, if you buy encyclopedias on credit from a door-to-door salesperson, the five-day cooling-off period commences the day after you receive your copy of the agreement signed by the lender. This does not apply where the credit is less than £50. The lender usually provides a form for cancellation but you can advise in writing, within the specified period, that you intend to withdraw. All goods or money received must be returned.

Provided credit is repaid within one month or before the first of any instalments are due, interest will not accrue and you will be entitled to a refund of any deposit you may have paid.

The cooling-off period does not apply to agreements signed at a shop or business premises, or entered into by post or telephone. A mail-order agreement signed at home, not in the presence of the lender, will not entitle you to a cooling-off period or penalty-free cancellation once the lender has accepted.

➤ **Withdrawal:** If an agreement is signed at home or in a shop, you are entitled to withdraw before the lender signs. If you posted a signed credit card agreement, you can still withdraw, provided the card issuer has not processed the transaction. The lender must be notified in writing or, if verbally, in the presence of a witness, before the lender signs and returns the agreement to you. All goods and/or money received must immediately be returned.

If you have paid a deposit or handed over goods in part exchange, you are entitled to their return or the cash equivalent. If the lender fails to comply, you can sue for the return of the money or the value of the goods.

➤ **Termination:** In the case of hire-purchase or credit-purchase, where the goods do not become yours until the total has been paid, it is possible to terminate the agreement once you have paid half the amount or less. If you agreed to buy goods through a dealer's lease-purchase plan, you can return the item once half the total has been paid but will not normally be entitled to receive any money back. Where an agreement is terminated very early, a court may decide that less than half the total owed may be paid.

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