

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.

In the second part of our advice on defective goods I'll be looking at what steps you can take to either get your money back or receive compensation.

➔ When goods are not reasonably fit for a stated purpose

Although goods may be reasonably fit for their usual purposes, they must also be suitable for any special purpose you tell the seller you need them for, and whereby you are relying on the seller's skill and judgement.

For example, material described as dress material must be suitable for dressmaking. However, if you want to use it to upholster a sofa then you should ask the seller for advice. If the seller tells you the material is suitable and it transpires it is not, you are entitled to a refund and, probably, to compensation for the time taken in making the sofa cover.

To protect your statutory rights, you must clearly explain that you are relying on the seller's skills and judgement to recommend a suitable product.

➔ Claiming a refund

If you have been sold goods of unsatisfactory quality or that have been wrongly described, you are entitled to reclaim your money. You can also claim for compensation against any losses you have suffered as a result.

The signing of a delivery note, regardless of any conditions stated on it, does not affect your rights to subsequently reject the goods once you have had the opportunity to inspect them. These rights may be lost if:

- You keep the goods for longer than is reasonably necessary to discover the defect.
- You use or consume some of the goods making their return impossible.
- You tell the seller that you have accepted the goods.

➔ Claiming compensation

Even if the right to reject the goods has been lost – or you decide to keep them despite the defects – you can still claim compensation for any loss suffered. This would normally be based upon the value of the goods which should have been delivered and the value of the goods which you then received. Claims must be made within six years of the purchase date. In cases involving personal injury, the time limit is three years.

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