

Terms & Conditions >> Complex Systems - Providers of leading edge IT solutions and services to business and home users.

Every quotation, pro-forma invoice, price list or other similar document made or issued by Complex Systems ("the company") is made or issued subject to these General Terms and Conditions of Sale. These terms and conditions do not affect consumers' statutory rights as contained in current legislation governing the relationship between consumers and businesses. All transactions placed indicates your acceptance of these terms and conditions listed.

Definitions

The Company means Complex Systems. The Customer or you, means the account applicant or person who buys or agrees to buy goods or services from the company.

Descriptions Prices and Product Information

We have taken care to describe and show items as accurately as possible. Despite this, slight variations in items may occur. We provide you with product information on complexsystems.co.uk ("our website") or in our printed literature or on request from our trained professionals in our stores. If there is anything which you do not understand, or if you wish to obtain further information, please contact Customer Services on 0330 088 1964†.

Every effort is made to ensure that prices shown for items are correct at the time of publication and when the item is added onto our website. Prices may go out of date, so you should always check the up to date price on our website. If there is a difference between the price for an item in print and on our website, you will be charged the price on our website. If, by mistake, we have under priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we despatch the item to you. In those circumstances, we will notify the correct price to you so you can decide whether or not you wish to order the item at that price. If you decide not to order the item, we will give you a full refund on any amount already paid for that item in accordance with our refund policy see below.

The price of an item does not include the delivery charge, which will depend on the delivery method you choose. The rate applicable for the delivery charge will be calculated at the date you place your order. For more information on delivery arrangements see delivery information. All prices are expressed inclusive of any VAT payable unless otherwise stated.

Payment & Acceptance of Orders

When you buy an item from The Company via phone, in-store or online, you will be charged for an item at the time you place your order. After this time, you cannot amend your order (but please see our cancellation policy below).

Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually despatch an item to you, at which point a contract will be made between us. At any point up until then we may decline to supply an item to you. If we decline to supply an item to you and you have already paid for it, we will give you a full refund of any amount already paid for that item in accordance with our refund policy below.

Despatch & Delivery

Customers will be given an estimated date of despatch for goods or date of appointment for services when placing orders or making a service request. If these dates are exceeded the company will endeavour to keep customers informed of the delay and an expected new delivery date. Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be of the essence and the company shall not be liable for any losses, costs, damages or expenses incurred by the customer or any other person or company arising directly or indirectly out of any failure to supply goods or meet any estimated delivery date.

Cancellation of Order

If you order using our website you have the right to cancel your order in accordance to the Distance Selling Directives following the receipt of an item by contacting Customer Services on 0330 088 1964†

If the item(s) have not been dispatched we will cancel the order and we will refund payment in accordance with our refund policy below. If the item(s) have been dispatched to you and we are unable to stop the delivery, you can refuse to sign for the delivery so that the item(s) are returned to us and we will refund in accordance with our refund policy below. If you have arranged to collect an item from one of our stores we will automatically cancel the order if you do not collect the item within 14 days from the date notified to you when you placed your order and will refund you in accordance with our refund policy below. Alternatively, if you have already taken delivery or collected from in-store please follow the procedure under "Non-faulty items" below. Sometimes you may not be able to part cancel an order. If this is the case, Customer Services will explain this to you.

Refund Policy

If you are entitled to a refund, we will refund you as follows:

- * If you paid by cash and obtain your refund in-store, we will only refund you to a valid payment card of your choice OR directly into your bank;
- * if you paid by payment card, we will refund you on the payment card;
- * We will only refund the delivery charge in certain circumstances. Please see Faulty Items to see if this applies to you.

Non-Faulty Items

All items not purchased through our website or over the telephone are subject to our policy below in all other cases the Distance Selling Directive applies.

Unopened and sealed products may at our discretion be returned within 7 days of receipt for a credit note to the full value of the product. If a refund is requested this will be the sale value price less 15% restocking fee and in accordance to our refund policy above.

Opened boxes or packaging but undamaged products may at our discretion be returned within 7 days of receipt for a credit note to the sale value less 25% restocking fee. If a refund is requested this will be the sale value less 35% restocking fee and in accordance to our refund policy above.

Please note that your right to return an item does not apply to certain items unless the item has a manufacturing fault. Such items include:

- * CDs, DVDs, videos and computer software where the product is not sealed and unopened as we cannot make sure in these circumstances that copies of the product have not been made;
- * perishable items;
- * items which have been installed using our installation service.

We do not refund PCs, Laptops or Netbooks which have no fault *(unless exempt under distance selling regulations).

Faulty Items

Some, but not all, items are sold with 12 month warranty. The warranty may be shorter or longer than this. If you have any problems with your purchase we can offer help and assistance. Please contact Customer Services on 0330 088 1964†.

If we arrange for an item to be repaired, please also send a copy of the invoice which accompanied delivery. Failure to show that you have purchased the item from us may result in the repair becoming chargeable. (If a repair is chargeable, we will tell you in advance.)

Repair turnaround times are dependant on the relevant manufacturer's current workload. We will not accept any claims for losses you suffer during this time.

Should any equipment malfunction as a result of abnormal environmental factors (including without prejudice to the generality of the foregoing mains power transients or dropouts, electromagnetic interference, extremes of humidity, vibration, electro-static damage, temperature or pressure or chemical corrosion), or abnormal usage then all costs incurred by the company in repairing such equipment and investigating the causes of the malfunction shall be payable to the company by the customer.

Please note refunds/credit notes will only be given once a returned item has been tested faulty. Goods are not sold on a trial basis. We do not refund or issue credit notes on unwanted items or items that are not compatible with your existing equipment or due to inability to configure, use or setup the item. If an item is tested NOT faulty we reserve the right to charge for the full cost of the service call at our current prevailing rates. If using a courier or postal service when returning an item – the item must be adequately packaged. Any transit damages are your liability. Shipping costs when returning the product will be payable by the customer. Complex Systems will pay for return shipping costs to the customer. Complex Systems are not responsible for invalidating warranties on products not purchased from the company. LCD Screens will only be accepted as faulty for dead pixels if the number of dead pixels exceeds the manufacturers stated tolerance level. All returns that remain uncollected after 90 days shall be disposed of at our discretion without further notice.

Damages and Shortages

The customer shall report any damage or shortage to the company within 48 hours of delivery. Provided prompt notice of transit damage or loss is given and provided it is proved to the company's satisfaction that such damage occurred in transit in the UK but not otherwise, the company will refund, repair or replace such equipment free of charge to the customer. All goods must be signed for and any damages or shortages must be noted on the delivery consignment note at the time of delivery. Damage to computers or products collected in person (applies to unboxed products only) will only be rectified if such damage or shortage is notified to the company prior to leaving the premises.

Ownership and Risk

The risk in the goods shall pass from the company to the customer upon delivery of such goods to the customer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the customer until the company has received in cash or cleared funds, payment in full for all goods delivered to the customer under this and all other contracts between the company and the customer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the company and the customer under which the goods were delivered.

Liability

Under no circumstances shall the company be responsible for any indirect, incidental or consequential damages even if it has been advised of the risk of such damages. Our liability to you in connection with any order will not exceed the total price charged for the items.

PC/Laptop Repairs

The Company guarantees that your product repair will be 100% effective . We back up every repair (except malware issues) with a 12 Month guarantee. If your product suffers the exact same failure again within this warranty period we will collect it, repair it and deliver it back at no cost to yourself. If the fault is not connected to the original fault or is not the same fault, the customer will be charged for the service charges. The customer will be notified in advance of such charges.

LIFETIME PC Warranty & Returns

For full details of PC warranties please refer to the warranty certificate enclosed with your PC.

Force Majeure

The company will not be liable for any breach of agreement, for delay or failure to perform if the delay or failure is due to acts of God, civil commotion, riots, floods, drought, fire, legislation or other cause beyond the company's reasonable control. This does not affect your statutory rights. If the company chooses not to enforce a right under this agreement, that decision will not prevent the enforcement of other rights, or the same right on a later occasion.