

## **CONSUMER TERMS AND CONDITIONS**

Kindly read these terms of sale attentively before placing your order, and do retain a copy of these terms and your order for future reference.

### **1 Contractual Agreement Format**

1.1 These terms and conditions are applicable exclusively to consumer transactions and do not extend to purchases made for commercial purposes by organisations such as businesses, educational institutions, or government bodies.

1.2 The terms herein govern all sales conducted by Wiseguys Gaming Ltd with a registered office at 10 Bridge Street, Christchurch, England, BH23 1EF, England (Company Number 13692426), referred to as the "Supplier".

1.3 A contractual agreement for the sale of goods is established between the customer and the Supplier only after the Supplier has acknowledged and accepted the customer's order and received the full payment. The Supplier will confirm acceptance of the order via email at the time of the products' dispatch. This acceptance is considered effective and fully communicated to the customer when the Supplier sends the email, irrespective of the customer's receipt of said email.

1.4 An email acknowledgment of the customer's order will be sent upon placement of the order. However, the formal acceptance of the customer's offer to purchase goods occurs only when the Supplier dispatches the order.

1.5 The agreement is subject to the customer's right of cancellation (refer to the detailed section below).

1.6 The Supplier reserves the right to modify these sales terms without prior notice for future transactions.

### **2 Description and Pricing of Goods**

2.1 The description and pricing of the goods ordered by the customer will reflect the information on the Supplier's website at the time of order placement.

2.2 The availability of goods is not guaranteed. If the goods ordered are not available in stock upon receipt of the order, the Supplier will promptly inform the customer and issue a refund or credit for any amount paid.

2.3 Every attempt is made to ensure the accuracy of the prices listed on the Supplier's website at the time of order. Should an error be identified, the Supplier will promptly inform the customer, offering the option to reconfirm the order at the correct price or to cancel the order. If the Supplier does not receive a reconfirmation within 14 days of notifying the customer of the error, the order will be automatically cancelled. If the customer opts to cancel, any amounts paid will be refunded or credited back.

2.4 The customer may be required to pay an additional delivery charge for the goods.

2.5 The Supplier guarantees that the goods, at the time of delivery, will match the description provided by the Supplier. It is the responsibility of the customer to check the compatibility and suitability of goods for any intended purpose before ordering. The Supplier retains the right to make minor modifications in specifications, designs, or materials as deemed necessary or desirable based on experience.

### **3 Payment Terms**

3.1 Payment for goods, including delivery charges, can be made using any method indicated on the Supplier's website at the time of order placement. Full payment is due prior to the delivery date, and timely payment is essential.

3.2 Delivery will only proceed upon receipt of cleared funds.

3.3 Payments from the customer should be made without any deduction, such as set-off, counterclaim, discount, abatement, or similar, unless a valid court order requires the Supplier to pay an equivalent amount to the customer.

### **4 Delivery Provisions**

4.1 Goods ordered will be delivered to the address specified by the customer in the order, with some exceptions for deliveries outside the United Kingdom.

4.3 If delivery to the provided address is not possible due to reasons within the Supplier's control, the Supplier will inform the customer promptly and issue a refund or credit for any payment made for delivery.

4.4 If the customer fails to accept delivery of goods, except due to circumstances under the Supplier's control, the Supplier, without affecting other rights or remedies, may:

4.4.1 Store the goods until actual delivery, charging reasonable costs for storage, including insurance; or

4.4.2 Sell the goods at the best achievable price, and after deducting all reasonable storage and selling expenses, either credit the customer for any excess over the agreed purchase price or charge the customer for any shortfall.

4.5 In cases where the customer fails to take delivery due to cancellation under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Supplier will refund or re-credit the customer within 14 days for any amounts paid, less any incurred delivery expenses.

4.6 The Supplier will make all reasonable efforts to deliver goods promptly after accepting the order. However, the Supplier is not liable for any loss or damage caused by reasonable or unavoidable delivery delays. In such cases, the Supplier will inform the customer as soon as possible.

4.7 The timing of delivery is not guaranteed and should not be considered critical. The Supplier may deliver the goods before the estimated delivery date.

4.8 Upon delivery, the customer is required to sign for the goods, indicating their receipt in good condition. If immediate inspection of the goods is not possible, the customer should sign for the parcel as "UNCHECKED". Failure to do so may impact any subsequent warranty claims.

4.9 The customer must report any damage or shortage to the Supplier in writing within 2 working days of delivery. If it is proven to the Supplier's satisfaction that such damage occurred during transit, the Supplier will refund, repair, or replace such goods free of charge.

## **5 Risk and Title Transfer**

5.1 The goods are at the risk of the customer from the point of delivery.

5.2 Ownership of the goods shall not pass to the customer until the Supplier has received full payment in cash or cleared funds for both the goods and any other outstanding debts owed by the customer.

5.3 The Supplier is entitled to seek payment for the goods even if ownership has not yet transferred to the customer.

## **6 Cancellation Rights**

6.1 The detailed terms and conditions of sale are provided in alignment with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This legislation is relevant for purchases made without direct contact between the Supplier and the consumer and does not apply to goods purchased for business use, or at showrooms, fairs, or exhibitions. Cancellation under the Distance and Selling Regulations does not apply to custom-built products (See 7.10)

6.2 Customers have the right to cancel the contract within 14 days without providing a reason.

6.3 The cancellation period expires 14 days from the day on which the customer, or a third party other than the carrier and indicated by the customer, takes physical possession of the goods.

6.4 To exercise the right to cancel, the customer must inform Wiseguys Gaming Ltd, of their decision to cancel this contract by a clear statement by e-mail at [sales@wiseguysgaming.co.uk](mailto:sales@wiseguysgaming.co.uk)

6.5 To meet the cancellation deadline, it is sufficient for the customer to send the communication concerning the exercise of the right to cancel before the cancellation period expires.

## **7 Effects of Cancellation**

7.1 Upon cancellation of the contract, the customer will be reimbursed for all payments made, including delivery costs (except for supplementary costs arising from choosing a delivery type more expensive than the standard delivery offered).

7.2 A deduction from the reimbursement may be made for any loss in the value of goods supplied if the loss results from unnecessary handling by the customer.

7.3 Reimbursement will be made without undue delay and not later than 14 days after either the day the Supplier receives the goods back or the day the customer provides evidence of having returned the goods, whichever is earlier.

7.4 The reimbursement will be carried out using the same means of payment as used for the initial transaction, unless expressly agreed otherwise; in any event, the customer will not incur any fees as a result of the reimbursement.

7.5 Reimbursement may be withheld until the goods are received back or the customer has supplied evidence of having sent back the goods, whichever is the earliest.

7.6 The customer must send back or hand over the goods to the Supplier without undue delay and, in any event, not later than 14 days from the day on which the cancellation from this contract is communicated to the Supplier. The deadline is met if the goods are sent back before the 14-day period expires.

7.7 The direct cost of returning the goods will be borne by the customer.

7.8 The customer is only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

7.9 You do not have the right to cancel the contract if the order is for computer software which has been unsealed by you or for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

7.10 You do not have a statutory right of cancellation if you have ordered Items such as customised / bespoke products built to a customer's requirements, such as configured PC's. It is vitally important that when you place your order that you check all the details.

## **8 Warranty Conditions**

8.1 All goods supplied by the Supplier are warranted to be free from defects for 12 months from the date of supply, without affecting the customer's statutory rights (this does not extend to parts installed during repair services).

8.2 New orders for individual parts and/or accessories are protected under the Original Manufacturer's Warranty for a duration of 12 months or more, if applicable (this does not extend to parts installed during repair services).

8.3 For PC systems, we offer a complimentary 5-year warranty. The initial 2 years include coverage for both parts and labour, with a collect and return service provided at our expense for UK addresses. Addresses outside the UK may incur an additional charge.

8.4 The subsequent 3 years cover only labour costs and operate on a return-to-base basis. We can arrange for courier collection and return at a service fee of £40.

8.5 For desktop PCs, an upgrade to extend the collect and return service from 2 to 3 years is available for purchase at the time of sale or any time before the initial 2-year warranty expires. This upgrade extends the collect and return service to 3 years, with the third year covering both parts and labour.

8.6 Customers may cancel the extended warranty within 14 days of purchase without providing a reason.

8.7 This warranty does not cover defects arising from normal wear and tear, intentional damage, accidents, negligence by the customer or a third party, use not recommended by the Supplier (including cryptocurrency mining), failure to follow the Supplier's instructions, or any alteration or repair conducted without the Supplier's approval.

8.8 If goods supplied to the customer are damaged upon delivery, the customer should notify the Supplier in writing via the provided email address within 2 working days.

8.9 If the supplied goods develop a defect under warranty, or if the customer has another complaint about the goods, they should inform the Supplier in writing via the provided email address as soon as possible, but no later than 7 days from the date the damage, defect, or complaint was discovered or should have been discovered.

8.10 For any returned goods, the customer must obtain a returns number from the Supplier. This number must be clearly displayed on the returned parcel.

8.11 If a PC system returned to us under warranty is found to have no fault, or if the reported issue is attributed to additional software installed post-delivery, malware, or virus infection, a flat rate charge of £45 will be applicable to rectify the problem. Additionally, a £20 fee will be levied to cover courier costs.

In instances where user damage is identified as the cause, competitive pricing will be offered for replacement components. Our technical support team may suggest remote access to your computer for issue resolution. In all such cases, we reserve the right to request a credit or debit card number for guarantee purposes. Should our engineers determine that the problem genuinely stems from the computer or product itself, it will be covered under warranty, and no charges will apply. However, in all other situations, a flat-rate charge of £45 will be incurred. All charges are inclusive of 20% VAT, unless otherwise specified.

8.12 If you need to return your PC system for warranty repair, it is advisable to ensure you have an updated backup of your data and programmes before initiating the return process. While we make every effort to address issues without resorting to formatting hard discs and reinstalling Windows, there may be instances where this becomes necessary. In such cases, we cannot be held responsible for any loss of data or programmes.

## **9 Provision of Advance RMA Replacements**

Should we determine a defect in a component that you can easily replace (such as memory/RAM, graphics cards, DVD drives, etc.), we will offer an advance RMA replacement. This involves sending you a replacement part to install before you send back the faulty component. Upon agreeing to an 'advance RMA replacement,' we will need your credit or debit card details to pre-authorise (but not charge) the value of the replacement. If you fail to return the defective item(s) within 7 days of receiving the replacement, your card will be charged the pre-authorized sum. Should you return the faulty item(s) later, we will issue a refund minus a 5% card transaction fee and a £10 handling fee. If returning the item within 7 days is not feasible due to unexpected circumstances, please inform us by emailing [sales@wiseguysgaming.co.uk](mailto:sales@wiseguysgaming.co.uk) within this period to report any anticipated delay.

It is your duty to ensure that items returned are properly packaged to avoid damage in transit. We will examine all returned items for any user-induced or transit-related damage before revoking the credit or debit card pre-authorization. If we find any such damages, we retain the right to charge the full pre-authorized amount to your card.

Provided all faulty items are returned within the 7-day period after receiving the replacement, we will void the card pre-authorization within 5 days of receiving them. If you used Royal Mail, DPD, or DHL for the return, please let us know the postage cost, and we will reimburse it after confirming it with the package's postmark. The refund will be made to the original order card (if still valid) or via bank transfer.

If you decide against using our advance RMA replacement service, we will issue a returns number for you to send back the faulty item at your convenience. Once we receive and inspect the item for user or transit damage, we will send a replacement, subject to availability. We are also happy to reimburse your postage costs or, for larger or more expensive items, arrange a courier pick-up.

## **10 Limitation of Liability**

10.1 The total liability of the Supplier, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise arising in connection with the performance or contemplated performance of this contract, is limited to the price paid for the goods.

10.2 Nothing in these conditions shall exclude or limit the liability of the Supplier for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation.

## **11 Data Protection**

The Supplier commits to taking reasonable precautions to secure the details of your order and payment but will not be held liable for unauthorised access to this information, except in cases of negligence on the part of the Supplier.

## **12 Applicable Law**

The terms of sale and the supply of goods are subject to English law, and any disputes arising from the contract will be subject to the jurisdiction of the English courts.

## **13 Waste Electrical and Electronic Equipment (WEEE)**

Waste Electrical and Electronic Equipment (WEEE) - The products we provide may contain substances that could pose environmental risks if not disposed of properly. It is crucial to refrain from discarding electrical and electronic equipment along with regular household waste. Instead, these items should be collected separately for correct handling and recovery.

Please take note of the crossed-out bin symbol on the product. This symbol serves as a reminder to dispose of the product correctly when it reaches the end of its life. Your cooperation in this matter contributes to the recovery, recycling, and reuse of various materials found in the product.

When your computer system reaches the end of its usable life, you have the option to return it to us for appropriate treatment and disposal. Furthermore, if you purchase a new computer system from us, you can also return another end-of-life computer system for proper disposal. Please get in touch with us to arrange a collection via a courier service.

## **14 Product Imagery**

The images of products are used solely for illustrative purposes.

## **15 Promotions and Competitions**

Promotional items must be claimed within 3 months of ordering; unclaimed items may be forfeited without alternative offers. Competitions are open to UK residents aged 18 or over, excluding employees and immediate families of Wiseguys Gaming Ltd, its agents, or anyone professionally connected with the promotion. Entrants agree to these terms and conditions by participating in the competition. Winners will be informed via direct message within 7 days of the competition closing date and must respond within 72 hours. The prize is subject to change and availability, with no cash alternative. Entries are combined for a random winner selection after the closing date. The Promoter reserves the right to amend, cancel, or withdraw the promotion and modify these Terms, with liability limited to the fullest extent permissible under English law. Personal information will not be shared with third parties without consent, except as lawfully allowed.

## **16 Age Restrictions**

By purchasing or using products with age restrictions, you confirm adherence to official or recommended age ratings.

## **17 Force Majeure**

The Supplier bears no liability for any inability to supply or deliver goods due to circumstances beyond its control, including acts of God, civil unrest, natural disasters, legislative changes, or actions by third-party companies or individuals not under contract or employed by the Supplier.

## **18 Privacy and Cookie Policy**

Most browsers automatically accept cookies; however, you can configure your browser to restrict or block cookies. Comprehensive information on managing cookies in various browsers is available at [youronlinechoices.com](http://youronlinechoices.com). Details on deleting cookies from your computer and general information about cookies are also provided. For mobile browsers, refer to your handset manual. To enable website functionality, certain cookies must be allowed. For a list of authorised third parties placing cookies on our website, refer to our privacy policy.

## **19 Complaints Procedure**

Our staff are committed to providing excellent after-sales service. In the unlikely event of dissatisfaction, we encourage you to contact us through the relevant support channels. A management team member will contact you within 24 working hours.