



R & K Computer Services

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Commercial Terms and Conditions of Sale

1. General

- (a) These “Terms and Conditions” shall apply to all contracts for goods sold or work done by R&K Computer Services (hereinafter referred to as “R&K”) and purchased by any customer (hereinafter referred to as “the Customer”).
- (b) These terms and conditions shall constitute the whole agreement between R&K and its Customers and may not be modified or varied unless specifically accepted by R&K in writing.
- (c) Each order received and accepted by R&K will be deemed to be a separate Contract to which these conditions of sale shall apply.

Nominet and .uk Domain Names

Please be aware that by using our services to register .uk domain names you are also agreeing to [Nominet’s Terms and Conditions](#)

Domain Name Registration

We make no representation that the domain name you wish to register is capable of being registered by or for you. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

The registration and use of your .uk domain name is subject to the terms and conditions of use applied by Nominet; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

We shall have no liability in respect of the use by you of any domain name. Any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

We shall not release any domain to another provider unless full payment for that domain has been received by us.

Domain names are registered on a two yearly basis for which the cost is £35.00 + VAT.

We do not make additional charges for any domain maintenance, for domain transfer (in or out) or termination of contract, the registration/renewal fee is however non-refundable.

Domain Renewal and Expired Domains

The customer acknowledges that the payment for renewal of a domain name is due one day prior to the domain expiry date, we will not automatically renew a domain name without having received payment. We will send you a reminder email 28 days and if necessary 14 days, 7 days, 3 days and 1 day of your expiring domain.

It is your responsibility to make sure the contact details we have for you are correct and are up to date. We take no responsibility if your domain renewal fails due to your contact details being incorrect.

Full details of what happens to an expired .uk domain can be found at [Nominet - Manage Your Domain](#) .

2. Prices and Orders

- (a) Quotations are made by R&K upon Customers' request but there is no obligation for either party until R&K has accepted the Customer's order.
- (b) R&K reserves the right to increase the price of goods agreed to be sold in proportion to any increase of costs to R&K between the date of acceptance of the order and the date of delivery or where the increase is due to any act or default of the Customer, including the rescheduling by the Customer of the whole or part of any order.
- (c) R&K reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Customer's commitments with R&K not being met.

3. Delivery

Any delivery date quoted is only an estimate and not of the essence. R&K accepts no liability or responsibility for any delay in delivery beyond its reasonable control.

4. Payment

- (a) All prices and charges quoted by R&K are exclusive of VAT unless otherwise stated.

- (b) Customers with an agreed credit account shall pay for the goods or work done within 30 days following delivery unless otherwise stated. If the amount due exceeds the Customer's agreed credit limit the Customer shall pay the difference when placing the order.

- (c) Non-account Customers shall pay in full for the goods or work to be done when placing the order. R&K shall not be under any obligation to supply the goods or other work done for such non-account Customers until payment has been received.
- (d) In the event that payment is not received by R&K in respect of any order on the due date interest will be charged on the amount due at 2% per annum above the base rate for the time being of Lloyds TSB Bank Plc from the said due date of payment until payment is made in full, such interest to accrue on a daily basis.

5. Risk

Notwithstanding that property in the goods or work done has not passed under Clause 6 hereof, the risk of loss or damage to the goods or work done shall pass to the Customer on delivery.

6. Reservation of Title

- (a) Absolute property in the goods or work done shall remain in R&K until:
 - (i) R&K has received payment in full of the price and any additional sums due under which the goods or work done are supplied, and
 - (ii) no other sums whatever shall be due from the Customer in respect of any order.For these purposes, R&K has only received a payment when the amount of that payment is irrevocably credited to its account.
- (b) Subject to Clause 6(a) R&K shall retain title to the goods where the goods have been attached to any other product not owned by R&K provided the goods are readily identifiable or separable from the resulting composite or mixed product.
- (c) The Customer shall store any goods owned by R&K as aforesaid in such a way that they are clearly identifiable as R&K's property, and shall maintain records of them identifying them as R&K's property. The Customer will allow R&K to inspect these records and the goods themselves upon request.
- (d) In the event of failure by the Customer to pay any part of the price of the goods or work done, in addition to any other remedies available to R&K under these terms and conditions or otherwise, R&K shall be entitled to repossess the goods or work done. The Customer will assist and allow R&K to repossess the goods or work done as aforesaid and for this purpose will admit or procure the admission of R&K or its employees and agents to the premises in which the goods or work done are situated.

7. Contingencies

R&K shall not be responsible for non-performance in whole or in part of its obligations nor under any liability to the Customer in respect thereof if such non-performance is due to any cause beyond the reasonable control of R&K.

8. Return of goods or work done

- (a) Goods or work done incorrectly ordered (either as to type or as to quantity or as to specification) by the Customer will not be accepted for return by R&K unless prior approval to such return has been given by R&K, such approval to be given at the sole discretion of R&K and, if given, may be subject to a payment by the Customer to cover R&K's administration costs.
- (b) In the case of any damage to goods or work done in transit the Customer must notify R&K within (1) one week after delivery. R&K shall not be required to replace any goods or work done damaged in transit and the Customer shall be obliged to pay for them if the Customer does not comply with this notification requirement.

9. Warranty

- (a) R&K warrants that the hardware comprised in the goods sold will be free from significant defects in materials and workmanship for a period of twelve months after delivery ("the Warranty Period"). R&K's original invoice number under which the defective goods have been supplied must be quoted for this purpose.
- (b) The said warranty is contingent upon the proper use of the goods by the Customer and does not cover any part of the goods which has been modified without R&K's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Further, such warranty will not apply if repair or parts are required as a result of causes other than ordinary authorised use including, without limitation, accident, hazard, misuse or failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions.
- (c) Any generic/third party software comprised in the goods is supplied subject always to the manufacturer's/original supplier's standard terms and conditions as contained therein and delivered therewith and R&K shall not be responsible or liable in any respect with regard thereto.
- (d) Any bespoke software supplied by R&K whether comprised in the goods supplied or not is subject to the terms and conditions set out in or referred to in the order for the same.

10. Liability

- (a) No liability will be accepted by R&K in respect of damage to or shortage of goods. R&K shall also have no liability in respect of damage or shortage caused by the acts or omission of the Customer or of others or by causes beyond the control of R&K.
- (b) R&K's liability to the Customer in respect of defects in the goods shall be limited to the obligations of replacement under the terms of Clause 9.
- (c) R&K shall have no other liability whatsoever to the Customer in respect of goods supplied or work done.

11. Law

These conditions shall be governed and construed by English law and the English courts shall have exclusive jurisdiction.

Please confirm your acceptance of above by signing and returning a copy.

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Name

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Date