

These terms and conditions, together with any and all other documents referred to herein, apply to the purchase of Products, as a Consumer by the person named in the Quotation when purchasing Offline and as a Consumer purchasing Products via our Website ('you') from The Server Group Ltd (the **Terms and Conditions**). Please read these Terms and Conditions carefully and ensure that you understand them before committing a binding contract to purchase the Products from Us. No other terms and conditions will apply, unless we agree otherwise.

## 1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Business</b>	Means any business, trade, craft or profession carried on by you or any other person or organisation;
<b>Contract</b>	Means a contract for the purchase and sale of Products, as explained in Clause 8;
<b>Consumer</b>	Means a consumer as defined in the Consumer Rights Act 2015, who agrees to purchase Products for their personal use wholly and mainly outside of any Business;
<b>Dispatch Confirmation</b>	Means our confirmation of the dispatch of your Order;
<b>Offline</b>	Means purchasing the products, or making an offer or enquiry to purchase the Goods other than by the Website, including but not limited to in the Premises;
<b>Online</b>	Means submitting an Order via Our Website for the purchase of the Products;
<b>Order</b>	Means your order for Products via the Website or your order of Products by accepting the Quotation (as applicable);
<b>Products</b>	Means computer, server hardware, software and associated equipment, that may be supplied by Us through our Website, or as described in the Quotation when purchased Offline (as applicable);
<b>Quotation</b>	Means the quotation given overleaf which sets out the basis of The Server Group Ltd's pricing to sell the Goods to you, the Consumer.
<b>Regulations</b>	Means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>Supplier</b>	Means any supplier of Products to Us;
<b>"We/Us/Our"</b>	Means The Server Group Ltd, a company registered in England under 07262636, whose registered and trading address is Lancaster Court, Lancaster Park, Newborough Road, Burton on Trent, United Kingdom, DE13 9PD;
<b>Website</b>	Means <a href="https://www.theservergroup">https://www.theservergroup</a> and any of Our associated domain names.

## 2. Information About Us and the Regulations

We are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we enter into a Contract with you except where the information is already apparent from the context of the transaction. We have either included the information itself either in the Quotation or these Terms and Conditions or on our Website or we will ensure that we have made it available to you before you accept the Quotation. The Server Group Ltd is a limited company registered in England under 07262636, whose registered address is Lancaster Court, Lancaster Park, Burton on Trent, Staffs. DE13 9PD. Our VAT number is GB990676178. Our Website is owned and operated by Us.

## 3. International Customers

If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Products, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Products are being imported. Please be aware that Products may be inspected on arrival at port for customs purposes and we cannot guarantee that the packaging of your Products will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

## 4. Access to and Use of Our Site

- 4.1 Access to our Website is free of charge.
- 4.2 It is your responsibility to make any and all arrangements necessary in order to access Our Website.
- 4.3 Access to our Website is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue our Website (or any part of it) at any time and without notice. We will not be liable to you in any way if our Website (or any part of it) is unavailable at any time and for any period.
- 4.4 Use of our Website is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

## 5. Business Customers

These Terms and Conditions do not apply to customers purchasing Products in the course of business, only Consumers. If you are a business customer please consult our Business Terms of Sale.

## 6. Goods, Pricing and Availability

- 6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Products available from us correspond to the actual Products. Please note, however, the following:
  - 6.1.1 Images of Products on the Website are for illustrative purposes only. There may be slight variations between the image of a product and the actual product sold;
  - 6.1.2 Images and/or descriptions of packaging on the Website or elsewhere are for illustrative purposes only, the actual packaging of Products may vary.
- 6.2 Please note that Clause 6.1 does not exclude our responsibility for mistakes due to negligence on our part and refers only to minor variations of the correct Products, not to different Products altogether. Please refer to Clause 11 if you receive incorrect Products (i.e. Products that are materially not as described).
- 6.3 We make all reasonable efforts to ensure that all prices shown on Our Website and Quotations are correct. We reserve the right to change prices on our Website and Quotations (if not yet accepted) and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed in accordance with clause 8 (please note sub-Clause 6.5 regarding VAT, however).
- 6.4 Where appropriate, you may be required to select the required model, number, of the Products that you are purchasing.
- 6.5 We neither represent nor warrant that Products will be available. Stock indications are provided on Our Website however such indications are for guidance only and are not automatically updated.
- 6.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing information is reviewed and updated each week. Changes in price will not affect any order that you have already placed (please note Clause 6.8 regarding VAT, however).
- 6.7 All prices are checked by Us when We process your Order; in the unlikely event that We have mistakenly shown incorrect pricing information or have incorrectly quoted you, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Products at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 14 calendar days, We will treat your Order as cancelled and notify you of the same in writing.
- 6.8 All prices on the Quotation or Website (as applicable) will show the price excluding VAT and other taxes and levies. If the VAT rate changes between your Order being placed and us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.9 Delivery charges are not included in the price of Products on the Quotation and Our Website. Delivery options and related charges will be presented to you as part of the order process and will be quoted separately.

## 7. Variation of Product Specifications

- 7.1 Whilst we do not wish to vary your order, there may be circumstances whereby Product specifications are slightly varied by Our Suppliers.
- 7.2 We shall use reasonable endeavours to advise you of variations to Product specifications following formal notification to us of such variations by the Supplier.
- 7.3 Where changes to Product specifications significantly alter the Products, we shall notify you and give you the option to cancel your Order if you wish.

## 8. Orders – How Contracts Are Formed

- 8.1 When making any enquiry, order or other communication from whether Online or Offline, you will not be making a contractual offer to purchase the Products. The Quotation is not an acceptance by us of any such enquiry, order or other communication from you.
- 8.2 When ordering Online:
  - a) Our Website will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
  - b) No part of Our Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Dispatch Confirmation by email. Only once we have sent you a Dispatch Confirmation will there be a legally binding Contract between Us and you on these Terms and Conditions.
- 8.3 When ordering Offline:
  - a) The Quotation is our contractual offer to sell the Products to you in writing. Your acceptance of the Quotation will be your confirmation that you are a Consumer and these Terms and Conditions shall apply.
  - b) If you accept the Quotation while the quotation is still valid there will then be a legally binding contract between you and Us for the purchase of the Products on these Terms and Conditions.
  - c) The Quotation is valid for the period specified in the Quotation unless we expressly withdraw the quotation before the end of the period in which it will no longer be valid. You may withdraw the quotation at anytime before you accept the valid quotation.
- 8.4 If We, for any reason, do not accept or cannot fulfil your Order, because for

example the Product is out of stock, because a credit reference We have obtained for you does not meet Our minimum requirements, because We have identified an error in the price or description of the Product or because We are unable to meet a delivery deadline you have specified, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 Business Days.

## 9. Payment

- 9.1 Unless agreed otherwise, payment for Products and related delivery charges must always be made in advance and you will be prompted to pay during the order process, unless We have agreed credit terms with you.
- 9.2 If We have agreed credit terms with you, We shall invoice you for the Price on or anytime after the Order has been placed.
- 9.3 You shall pay the purchase price of the Products within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between you and Us.
- 9.4 You must make payment where we have properly invoiced you in accordance with clause 9.2 and 9.3 even if delivery has not taken place.
- 9.5 We accept the following methods of payment on Our Site:
- 9.5.1 Credit and Debit card payments through Sage pay;
- 9.5.2 PayPal.
- 9.6 All payments are to be in sterling unless otherwise agreed in writing.

## 10. Delivery, Risk and Ownership

- 10.1 The estimated delivery range is detailed on Our Quotation or Website (as applicable) or will be notified to you during the ordering process. All Products purchased will normally be delivered within 30 calendar days of the date of our Dispatch Confirmation unless otherwise agreed (subject to delays caused by events outside of our control, for which see Clause 13).
- 10.2 Delivery shall be deemed complete once we have delivered the Products to the address provided in your Order (**Delivered**).
- 10.3 The risk in the Products shall remain with us until they are Delivered.
- 10.4 Ownership of the Products passes to you once we have received payment in full of all sums due (including any applicable delivery charges).

## 11. Faulty, Damaged or Incorrect Goods

- 11.1 By law, we must provide Products that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided. If any Products you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Products, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 11.2 Beginning on the day that you receive the Products once Delivered (and ownership of them) you have a 30 Calendar Day right to reject the Products and to receive a full refund if they do not conform as stated in clause 11.1 above. Alternatively, you may request a repair of the Products or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you.
- 11.3 In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while we carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.
- 11.4 If, after a repair or replacement, the Products still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right to reject them in exchange for a refund.
- 11.5 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Products before your purchase of the Products (and it is because of the same issue that you now wish to return them);
- 11.6 You will not be eligible to claim under this Clause 11 if you have purchased the Products for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Products for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage.
- 11.7 Please also note that you may not return Products to us under this Clause 11 merely because you have changed your mind. If you are a Consumer, you have a legal right to a 14 calendar day cooling off period within which you can return Products for this reason. Please refer to Clause 12 for more details.
- 11.8 To return Products to us for any reason under this Clause 11, please contact Us. We will be fully responsible for the costs of returning Products under this Clause 11 and will reimburse you where we deem appropriate.
- 11.9 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 Calendar Days of the day on which We agree in writing that you are entitled to the refund.
- 11.10 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Products were originally purchased.
- 11.11 For further information on your rights as a Consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## 12.

### 12.1 Cancelling and Returning Products if You Change Your Mind

- 12.1 As a Consumer, you have a legal right to a "cooling off" period within which you can cancel the Contract for your Order for any reason, save for any Order for Bespoke Products in accordance with section 28(1)(b) of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This period begins once your Order is complete and we have sent you your Dispatch Confirmation, i.e. when the Contract between you and Us is formed under these Terms and Conditions, as detailed below:
- 12.1.1 If the Products are being delivered to you in a single instalment (whether single or multiple items), the cooling off period ends 14 calendar days after the day on which the Products are Delivered.
- 12.1.2 If the Products are being delivered in separate instalments on separate days, the cooling off period ends 14 calendar days after the day on which the final instalment of Products are Delivered.
- 12.1.3 If your order is for the regular delivery of Products over a defined period, the cooling off period ends 14 calendar days after the day on which the first Products are Delivered.
- 12.2 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling off period stated above in any of the methods stated below. Cancellation by email or by post is effective from the date on which you send Us your notification to cancel. If you would prefer to contact Us directly to cancel, please use the following details:
- 12.2.1 Telephone: 01283 576848
- 12.2.2 Email: hello@theserver.group
- 12.2.3 Post: Lancaster Court, Lancaster Park, Newborough Road, Burton on Trent, Staffs. DE13 9PD
- 12.3 Please note that you may lose your legal right to cancel under this Clause 12 in the following circumstances:
- 12.3.1 If the Products consist of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software and you have unsealed the Products after receiving them;
- 12.3.2 If the Products have been inseparably mixed with other items (according to their nature) after you have received them; and/or
- 12.3.3 They are bespoke Products (including but not limited to servers or solutions) which have been custom built and/or personalised for your Order (**Bespoke Products**).
- 12.4 Please ensure that you return Products to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.
- 12.5 You may return Products to us in person during Our business hours of 9-5 or you may return them by post or another suitable delivery service of your choice to Our returns address at Lancaster Court, Lancaster Park, Newborough Road, Burton on Trent, Staffs. DE13 9PD. Please note that you must bear the costs of returning Products to Us if cancelling under this Clause 12.
- 12.6 Refunds under this Clause 12 will be issued to you within 14 calendar days of the following:
- 12.6.1 The day on which We receive the Products back; or
- 12.6.2 The day on which you inform Us (supplying evidence) that you have sent the Products back to Us (if this is earlier than the day under sub-Clause 12.6.1); or
- 12.6.3 If We have not yet provided a Dispatch Confirmation or We have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract in accordance with these Terms and Conditions.
- 12.7 Refunds under this clause 12 may be reduced for any diminished value in the Products resulting from your excessive handling or use of them, and/or if they are Bespoke Products. For the purposes of this Clause 12, "excessive handling" means any more handling than is reasonable required to ascertain the nature and characteristics of the Products in question (e.g. no more than would be permitted in a shop).
- 12.8 Please note that if We issue a refund before We have received the Products and have had a chance to inspect them, we may subsequently charge you an appropriate sum if we find that the Products have been handled in a way that would otherwise entitle Us to reduce your refund.
- 12.9 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Products.
- 12.10 If after the 14 days you decide that you no longer require the Products, then we may at Our sole discretion allow you to return the Products within 60 days of the Products being Delivered. If we permit the return of Products under this clause 12.10, the Products can only be returned if:
- 12.10.1 Their packaging remains unopened and the Products can be re-sold, as new, without any additional work on the part of The Server Group Ltd;
- 12.10.2 You first obtain the prior agreement in writing of The Server Group Ltd;
- 12.10.3 They are not Bespoke Products;
- 12.10.4 You return such Products at your own risk and cost;
- 12.10.5 You pay Us a re-stocking fee which represents a percentage of not less than 30% of the Purchase Price (such percentage to be advised by Us); and
- 12.10.6 You indemnify Us against any cost incurred by Us in rectifying any deterioration of the Products caused by incorrect storage or use while in your possession.
- 12.11 If you wish to return Products to The Server Group Ltd for the reason referred to in clause 12.10, please contact Us to make the appropriate arrangements.
- 12.12 Bespoke Products are excluded from the 14 day "cooling off" period, and it is at our sole discretion as to whether the Bespoke Products can be returned to Us. If you wish to return any Bespoke Products to The Server Group Ltd, you must notify Us as soon as possible.

- 12.13 We reserve the right to exercise discretion with respect to any returns under clause 12.10 and 12.12. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
- 12.13.1 Any use or enjoyment that you may have already had out of the Products;
- 12.13.2 Any characteristics of the Product which may cause them to deteriorate or expire rapidly;
- 12.13.3 The fact that the Product consists of audio or video recordings or computer software and that the packaging has been opened;
- 12.13.4 Any discounts that may have formed part of the purchase price of the Products to reflect any lack of quality made known to you at the time of purchase;
- 12.13.5 If any of the Products supplied are Bespoke Products.
- 13. Guarantees**
- 13.1 The Products may be provided with a manufacturer's guarantee. For further details and terms, please refer to the manufacturer's guarantee documentation supplied with the Products.
- 13.2 The manufacturer's guarantee exists in addition to your legal rights as a Consumer (that the Products match their description, that they are of satisfactory quality and that they are fit for purpose). For Products that do not match their description, are not of satisfactory quality, or are not fit for purpose, please refer to Clause 11. More information on your rights as a Consumer can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.
- 14. Our Liability to Consumers**
- 14.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable, including:
- a) Unexpected loss or damage – it was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (therefore unforeseeable);
- b) Loss or damage caused by a delaying event outside Our control;
- c) Avoidable – something you, the Consumer, could have avoided by taking reasonable action, including following our reasonable instructions for use;
- d) A business loss in the event you use any Product for any trade, business, craft or profession.
- 14.2 We are only supplying Products to you for domestic and private use by Consumers. We make no warranty or representation that the Products are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 14.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 14.4 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a Consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 15. Events Outside of Our Control (Force Majeure)**
- 15.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 15.2.1 We will inform you as soon as is reasonably possible;
- 15.2.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 15.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Products as necessary;
- 15.2.4 If the event outside of Our control continues for more than 30 Days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled;
- 15.2.5 If an event outside of Our control occurs and continues for more than 30 days and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled;
- 15.2.6 If the contract is cancelled by you or by Us under this Clause 15, any relevant Products that must be returned will be returned at Our expense (with Us reimbursing you where appropriate).
- 16. Communication and Contact Details**
- 16.1 If you wish to contact us with general questions or complaints, you may contact Us by telephone at 01283 576848, by email at hello@theserver.group, or by post at Lancaster Court, Lancaster Park, Newborough Road, Burton on Trent, Staffs. DE13 9PD.
- 17. How We Use Your Personal Information (Data Protection)**
- 17.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 (the Act) and your rights under that Act.
- 17.2 We may use your personal information to:
- 17.2.1 Provide Our Products and services to you;
- 17.2.2 Process your Order (including payment) for the Goods; and
- 17.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.
- 17.3 In certain circumstances (if, for example, you wish to purchase Products on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 17.4 We will not pass on your personal information to any third parties without first obtaining your express permission.
- 18. Other Important Terms**
- 18.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer or assign your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between you and Us; it is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions and the remainder of these Terms and Conditions shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements.
- 19. Law and Jurisdiction**
- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 19.2 Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales,