

General Sale, Rental and Delivery Terms and Conditions

Version 01/21

Of: Class Technology Solutions Ltd also trading under the name of “*easy4u*”
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Hereinafter: We/US

Summary of your key legal rights

We are under a legal duty to supply Deliverables that are in conformity with your Agreement . Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your Deliverable is goods, for example a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Deliverables your legal rights entitle you to the following:

- A. Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- B. Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- C. Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your Deliverable is digital content, for example a software application, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- A. If your digital content is faulty, you're entitled to a repair or a replacement.
- B. If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- C. If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your Deliverable is services, for example a support contract for a laptop, the Consumer Rights Act 2015 says:

- A. You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- B. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- C. If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

Please read these terms carefully before you order from us. These terms tell you who we are, how we will provide Deliverables to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights arise under the Consumer Contracts Regulations 2013. For all Deliverables the 14 day period during which you may change your mind commences on delivery of the related Computer Equipment. Further details are set out in Article 7 below

We will only use your personal information as set out in our Privacy Statement (see our Website).



Article 1 – General

1.1 In these general terms and conditions, the following terms are defined as stated below:

Computer Equipment: a physical learning resource such as a computer or computer accessory that We sell, rent or deliver, such as a laptop, Chromebook or tablet;

Consumer/You: the party that uses the Website and who may or may not subsequently place an order with us via Our Website for the purchase or rental of a Deliverable and in doing so becomes our contracting party;

Student: the participant in education who is registered at an Educational Institution We have concluded an agreement with for the provision of educational resources and/or services;

Educational Institution: the institution where the Student is (or will be) registered or a Consumer is employed (or affiliated with) when a Deliverable is purchased or rented;

Agreement: any agreement between Us and You for purchase, rental or delivery of a Deliverable;

Deliverable: Computer Equipment or a service such as a related service contract or a license to use a software product;

Our Website: inter alia the URLs: easy4u.school and rentcompany.co.uk

Article 2 – Applicability

2.1 These general terms and conditions apply to all Agreements entered into with Us and to the use of the Our Website. We expressly exclude the application of other (purchase) conditions, unless agreed otherwise in writing.

Article 3 – Privacy and security

3.1 We are committed to privacy. The personal data provided to Us is handled and secured with care in accordance with all relevant UK Data Protection legislation and regulations.

Article 4 – The Agreement

4.1 The Agreement with Us is concluded when We accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this and will not charge you for the Deliverable. This might be because the Deliverable is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, 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 Deliverable or because we are unable to meet a delivery deadline you have specified.

4.2 If the agreement is concluded electronically, We shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a safe web environment. If the Consumer wishes to pay electronically, We shall observe appropriate security measures.

4.3 We may – to the extent permitted by relevant law – inquire as to whether the Consumer can fulfil its payment obligations, as well as inquire after all facts and factors that are material for duly concluding the Agreement.



Article 5 – Price and delivery

- 5.1 The purchase or rental price on Our Website is inclusive of turnover tax (VAT). Additional costs including shipping costs, administration costs and insurance tax (if the Consumer insures the Equipment at the time of purchase) are shown on Our Website during the ordering process, before the Consumer decides whether to enter into the Agreement.
- 5.2 The delivery times given by Us shall merely be indicative. If the delivery is delayed, or if an order cannot or can only partially be carried out, the Consumer shall be informed thereof within two weeks after placing the order. In that case, the Consumer shall have the right to dissolve the agreement free of charge. In case of dissolution in accordance with the previous paragraph, We shall refund the amount paid by the Consumer as soon as possible, but at the latest within 14 days after dissolution.
- 5.3 Delivery that takes place later than agreed shall not suspend Consumer's payment obligation.
- 5.4 Payment of the price must be made at the latest on the day of delivery.
- 5.5 Invoices are sent to Consumer by email and can also be obtained from the Our Website.
- 5.6 We shall be entitled to charge administration costs in the event a payment or an automatic payment is refused due to e.g. insufficient balance or a reversal (unless the reversal is a consequence of the Consumer properly exercising their right to cancel within the cooling off period referenced above).

Article 6 – Duty of, right of, and complaints regarding inspect

- 6.1 The Consumer is obliged to promptly inspect the delivered goods once they have been made available. Furthermore, the Consumer is to check whether the quality and/or quantity of the Deliverables delivered corresponds with what has been agreed and whether it meets the requirements the parties have agreed to this effect.
- 6.2 If the complete shipment is signed for receipt, We assume that the delivery has been completed, except for proof to the contrary.
- 6.3 Any visible defects must be reported by the Consumer to Us in writing within seven (7) days after delivery at help@easy4u.school. Any non-visible defects must be reported in writing to Us within seven (7) days after discovery at help@easy4u.school. The defect shall be described in as much detail as possible in the report.

Article 7 – Right of Withdrawal of Consumer ('right of withdrawal'). Consumer Contract Regulations 2013

- 7.1 During the cooling-off period of 14 days, the Consumer shall carefully handle the Deliverables and the packaging. The Consumer shall only unpack or use the Deliverables to the extent necessary to assess whether the Consumer intends to keep the Deliverables. If the Consumer exercises the right of withdrawal, the Deliverables including all delivered accessories, undamaged, in the original condition and well packaged, shall be returned to Us by the Consumer in accordance with the instructions issued by Us. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Deliverables, if this has been caused by your failure to comply with these handling and use requirements.
- 7.2 We exclude the right of withdrawal of the Consumer for computer software of which the Consumer has broken the seal or activated the license code and for orders from the Consumer/Student given to Us to carry out repairs (not under warranty).
- 7.3 If the Consumer exercises his right of withdrawal, not more than the cost of returning the Deliverables shall be for his account.
- 7.4 If the Consumer has paid an amount to Us, We shall refund this amount as soon as possible, but no later than fourteen (14) days after the returned Deliverables has been received by us.

Article 8 – Retention of Title

- 8.1 The ownership of sold Deliverables shall only be transferred after the full purchase price, including any additional costs, has been paid. In the case of software, ownership is never



transferred. In that case, the Consumer will obtain a right to use the software for the duration of the license.

- 8.2 The Consumer shall not be entitled to alienate or encumber Deliverables subject to our retention of title, licensed products or rented products.
- 8.3 If a Deliverables is seized that has been delivered under retention of title or in case of theft of the Deliverable, the Consumer shall be obliged to immediately inform us thereof.

Article 9 – Rental

- 9.1 When renting Deliverables, the Consumer shall not be permitted to make the Deliverables available to third parties (other than Student) or to (sub)lease it.
- 9.2 The rental agreement has an intended period that is agreed upon in the order process. It commences when the Deliverable is received by or on behalf of the Consumer and cannot be terminated prematurely, except as provided for in paragraph 9.3 or after a duration of three (3) months. Payment of the rental price takes place by means of direct debit. If, at any time, direct debit proves impossible, a second attempt shall be made some time thereafter. If this direct debit is also unsuccessful, or if a successful automatic payment is reversed by the Consumer, the Consumer shall be in default, an amount of £5.00 in administration costs shall be due and We shall have the right to dissolve the rental agreement and to suspend all service provision and licenses. In that respect, We shall have the right to digitally block access to the Deliverables, so that the Deliverables cannot be used during the period the Consumer is in default.
- 9.3 Besides during the period for "withdrawal", a rental agreement may only be terminated prematurely by the Consumer after three (3) months, or in the case of a change of Educational Institution by the Student. In the latter, the notice period shall be one calendar month and the notice must be accompanied by evidence that the Student is leaving the Educational Institution prematurely. The Consumer shall return the Deliverables to Us before the end of the notice period. The parties agree that We may deduct any price quotation from damage or missing returns (see 9.4) from the deposit received by us.
- 9.4 The Deliverables must be returned to us undamaged (except for normal signs of use), complete (with case and charger) and in good working order at the end of the rental period. We will send the Consumer a price quotation in case of damaged or missing returns. We shall subsequently erase the hard disk. By returning the rented Deliverable, Consumer and Student agree that the personal files will be deleted.
- 9.5 If the rented Deliverable has not been returned to Us within 30 days after the last day of the agreed rental period, the Consumer shall owe the deposit by way of fixed compensation. The parties agree that We may deduct this amount from the deposit received by Us. The Consumer shall not be entitled to any form of warranty on the Deliverable after the last day of the rental period.

Article 10 – Software licence; use of online software

- 10.1 Software is subject to licence agreements. The licence terms are provided when starting, downloading or activating the Deliverables and shall be accepted by the Consumer and the Student. Furthermore, the Consumer and the Student accept the said licence terms by using the software. The software warranty is given by the licensor of the software and not by us. The software made available by the Educational Institution falls outside the scope of the Agreement with us.
- 10.2 Purchase of a Deliverable also means that the Consumer obtains a licence for the software pre-installed on the Deliverable. Renting a Deliverable means that the Consumer and the Student may use the pre-installed Software on the Deliverables for the duration of the rental agreement of the Deliverable.
- 10.3 If the Educational Institution has entered into a contract with a service provider (software developers such as Microsoft and Google), the serial number of the Deliverable, the Windows code, the hardware ID number and the MAC address of the WiFi card may be shared with the



Educational Institution and this service provider under the said contract. The Consumer and the Student consent to this and accept the terms and conditions set by the service provider and the Educational Institution. The Consumer and the Student accept and are aware that the Deliverables - and therefore the user, being the Consumer and/or the Student – can be identified as a user of that software by us, the Educational Institution and the service provider.

Article 11 – Conformity/warranty

- 11.1 In addition to your legal rights summarised at the beginning of this Agreement , In accordance with the Easy4u Service Terms and Conditions sent with the order or quotation, We shall ensure proper operation, if used correctly, for the duration of the rental agreement. In addition, the usual purchase warranty for consumers applies to purchases for a period of 1 year after delivery.
- 11.2 Without prejudice to your legal rights , this warranty shall lapse if a defect in the Deliverables is caused as a consequence of, or arising from, injudicious or improper use thereof, incorrect storage or maintenance thereof by the Consumer, the Student or by third parties. In addition, the warranty shall lapse and the service agreement may be suspended if changes have been made to the Deliverables or attempts have been made to make changes, without our written permission . In these cases, the Consumer shall pay all costs of repair in the case of a rental agreement.
- 11.3 If it becomes evident that a claim under the warranty is unfounded, any resulting costs, including the costs of investigation on our part , shall be entirely at the expense of the Consumer.
- 11.4 Lodging a complaint shall never release the Consumer from its payment obligations towards Us.
- 11.5 In addition to and without prejudice to your legal rights, If within the term of the rental agreement or (in case of a purchase) within the warranty period, it is established that a Deliverable contains a defect, We shall replace or repair the Deliverable within a reasonable period of time after receipt of the Deliverable – at our discretion. This shall not affect the fact that the Easy4U Service terms and conditions may stipulate that repair and/or replacement of the Deliverables shall not be free of charge or that a fee shall be payable in this respect, or that repair costs must be paid, for example if the defect in the Deliverables is the result of carelessness on the part of the Consumer.

Article 12 – Easy4u Service Terms and Conditions

- 12.1 The Easy4u Service Terms and Conditions for purchase, or for rent, which are sent with the order or quotation, shall apply to all Equipment sold or rented by us. A copy can be downloaded from the Our Website or requested from our customer service team at any time and was displayed to you prior to you placing your order.

Article 13 – Liability

Our responsibility for loss or damage suffered by you

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill , but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 13.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are



not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

- 13.4 **If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.** However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 13.5 **We are not liable for business losses.** We only supply the Deliverables for domestic and private use. If you use the Deliverables for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.6 **We shall not be liable for damage as a result of loss of or damage to computer files of the Consumer or data breaches at the Consumer.** The Consumer shall be responsible for making backups of computer files and protection against viruses, malware, ransomware, etc.
- 13.7 We shall not be liable for losses suffered or damage caused by a business, trade or profession that is exercised by the Consumer or any other person who has purchased Deliverables pursuant to these terms and conditions.

Article 14 – Indemnity

- 14.1 The Consumer shall lose its rights towards TRC and shall be liable for all damage and indemnifies TRC against any claim by third parties in respect of compensation for damages if and to the extent:
- A. the aforementioned damage has arisen as a result of incompetent use and/or use contrary to the instructions and/or advice of TRC and/or injudicious safekeeping (storage) of the products;
 - B. the aforementioned damage is caused by the fact that the Consumer, the Student or a third party has carried out or attempted to carry out maintenance on the goods without the prior written permission of TRC;
 - C. that illegal activities are carried out with the product, including (but not limited to) downloading programs or content without the Consumer purchasing a legally valid license.

Article 15 - Applicable law and jurisdiction

- 15.1 These terms are governed by English law and you can bring related legal proceedings in the English courts. If you live in Scotland you can bring related legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring related legal proceedings in either the Northern Irish or the English courts

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