

Terms and Conditions for the Sale of Products & Services directly to Consumers United Kingdom

Dear Customer

Thank you for choosing Dell. Please read these Terms and Conditions carefully.

1. Consumer Terms and Application

1.1 These terms and conditions govern the sale of Products and Services by Dell directly to you through Dell's online 'For Home' store at www.dell.co.uk or through telephone orders only and are referred to as the "**Consumer Terms**". The words "**you**" and "**your**" in these Consumer Terms mean you, being a individual or individuals purchasing Product(s) and/or Services from Dell for purposes which are outside your trade, business, craft or profession and with a United Kingdom address for delivery of those Product(s) and/or Services. Please note that Dell will not accept liability for any losses or damage incurred by any business, trade, craft or profession carried on by you or any other person using Product(s) and/or Services purchased under these Consumer Terms.

1.2 If you are purchasing Product(s) and/or Services for the purposes of your trade, business, craft or profession, please refer to **Dell's Terms and Conditions for the Sale of Products & Services to Business Customers**.

1.3 If you are purchasing Product(s) and/or Services for in order to resell, please refer to **Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell**.

1.4 If you are purchasing or have purchased Dell Product(s) or Services from a third party retailer or reseller, these Consumer Terms will not apply and you should refer to the terms and conditions of sale of the relevant retailer or reseller.

1.5 If the address to which the Products and/or Services are to be delivered is outside the UK, please refer to Dell's Terms and Conditions applicable to the country in which delivery is to take place.

1.6 Other key definitions in these Consumer Terms are:

"**Basic Warranty**" means the basic or standard warranty or service plan provided by Dell in respect of any Dell Product as set out in clause 5;

"**Contract**" means the contract for the sale of Products and /or Services by Dell directly to you in accordance with these Consumer Terms;

"**Dell**" means Dell Products, incorporated in Ireland – registered no. 191034 with registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland, c/o Dell House, The Boulevard, Cain Road, Bracknell, Berkshire RG12 2LF;

"**Dell's Online Store**" means Dell's online 'For Home' store at www.dell.co.uk;

"**Dell Product**" means Dell branded Product;

"**Dell Software**" means software which is owned by Dell, and is available for purchase by you from Dell in accordance with these Consumer Terms and the applicable software licence terms;

"**Description**" means the descriptions of Dell Product(s) and/or Service offerings found at Dell's Online Store;

"**Extended Warranty**" means the extended warranty or service plan(s) offered by Dell in respect of Dell Products and as detailed in the relevant Service Description;

"**Intellectual Property**" means any patents, registered and unregistered trade marks, registered and unregistered service marks, database rights, registered and unregistered designs and applications for all of the above, copyright, know-how, trade and business names, domain names, moral rights and any other similar protected rights in any country;

"**Product(s)**" means the hardware and software product(s) listed on Dell's Online Store which Dell agrees to sell to you in accordance with these Consumer Terms;

"**Services**" means the services, listed on Dell's Online Store available for purchase by you in accordance with these Consumer Terms;

"**Third Party Product**" means any Product which is not Dell branded and is available for purchase by you in accordance with these Consumer Terms;

"**Third Party Software**" means software that is not Dell Software that is available for purchase by you in accordance with these Consumer Terms and applicable software licence terms.

The rights you have under these Consumer Terms are in addition to and do not affect the statutory rights and remedies you have under applicable consumer protection law. In the event of conflict between these Consumer Terms and applicable consumer protection law, your statutory rights under applicable consumer protection law shall prevail.

2. Order and Acceptance

2.1 You may place an order for Product(s) and/or Services directly with Dell either online or by telephone. The placing of an order by you represents your offer to buy subject to these Consumer Terms. Please note that the Contract between you and Dell is formed only when Dell accepts your order by issuing you with an Order Confirmation in writing.

2.2 Any Products and/or Services forming part of your order which are not detailed in Dell's Order Confirmation do not form part of that Contract. If you notice any inaccuracies or errors in your Order Confirmation, you must contact Dell promptly upon receipt, and ideally immediately, so that Dell has an opportunity to correct any mistake or clarify any misunderstanding before commencing delivery/performance.

2.3 Dell may make minor changes to the specification of the Product you order if for example there is a scarcity of a particular component or for any other reasonable grounds notified to you. Any such minor change will be to at least an equivalent or better specification and will not adversely affect the material functionality or performance of the Product or performance of the Service. Any such change will be set out in your Order Confirmation. If you notify Dell of your acceptance of any such minor change to your order, or subsequently accept delivery of items listed in the Order Confirmation

that are subject to a minor change, and use them (or unseal the Software delivered to you), this conduct will constitute acceptance by you of the minor changes in the order.

2.4 If Dell is unable to fulfil your order, Dell will notify you, and any payment received by Dell will be promptly returned.

3. Price and Payment

3.1 Dell requires payment in full prior to delivery/performance, and will suspend delivery and performance until full payment is received. The price to be paid by you will be set out in the Order Confirmation. All prices are inclusive of VAT at the prevailing rate but are not inclusive of delivery charges unless otherwise stated. Your method of payment will be as set out in the payment information on Dell's Online Store, or otherwise as in the case of premium rate services, will be notified to you in advance as set out in clause 6.4 below.

3.2 In the unlikely event of any discrepancy between the price set out in the Order Confirmation, and the price stated on Dell's Online Store or other advertising, you should contact Dell immediately.

4. Delivery, Ownership and Risk

4.1 The place of delivery and estimated delivery date of Product(s) and/or Services will be stated on the Order Confirmation. If the estimated delivery date cannot be met, then Dell will notify you with a revised estimated delivery date. If delivery is not made within 30 days from the original date of your order and you have not subsequently accepted delivery or agreed to a delivery date outside the 30 days, you may cancel your order without charge and obtain a full refund. This right is in addition to your "cooling off" rights set out in clause 8 below.

4.2 It is important that you examine the Product(s) carefully upon delivery. If you discover that anything listed in your Order Confirmation is missing, incorrect or damaged, you will promptly notify Dell in writing or by email. This will give Dell the opportunity to suggest an appropriate solution, which may include a price refund, replacement, or repair services.

4.3 Once Dell delivers Product(s) to you (or your representative) you will take on risk of damage to or loss of the Product(s).

4.4 Ownership of Product(s) will pass to you once Dell receives payment in full, or when Dell delivers the Product(s) to you (or your representative), whichever is later. That transfer of ownership of the Product does not mean that you own any Intellectual Property in the Products or Services you purchase from Dell. Ownership of such Intellectual Property remains with Dell and any applicable software licensors. If the Contract is terminated before that passing of ownership occurs, Dell may recover any Product(s) supplied to you and you agree to assist Dell in such circumstances.

5. Repair or Replacement – Dell Product Warranty

5.1 You have statutory rights in relation to the Products sold to you. For example, Products sold to you shall be of satisfactory quality and conform to their Product Description. Those rights are not affected by this Dell Product warranty.

5.2 Dell warrants that Dell Product shall: (i) conform to its Product Description, (ii) be free from material defects for a period of one year from date of delivery, and (iii) that Dell branded spare parts shall be free from defects for 90 days from the date of delivery or for the remainder of the applicable Services (Basic Warranty) or statutory warranty period, if longer.

5.3 Under the Basic Warranty, subject to clauses 5.3.1 – 5.3.4 inclusive and clause 5.4 below, Dell shall repair or replace the Dell Product if it develops a material fault in the period of one year from date of delivery, on condition that:

5.3.1 the Dell Product has only been subject to normal use in a domestic, non commercial, non research environment in a manner which is consistent with the specification, functionality and service standards described in the Dell Product Description,

5.3.2 reasonable care has been taken of the Dell Product, and it has only been subjected to reasonable wear and tear;

5.3.2 the fault has not been caused or contributed to by willfully or negligently caused damage, or any accident, or being in environmental conditions harmful to the Dell Product, or by third party software or hardware, which has not been supplied by Dell, loaded onto or connected to the Dell Product;

5.3.4 the part which develops the fault has not been previously modified or repaired by any third party.

5.4 Dell's obligation to repair or replace under clause 5.3 above does not apply to:

5.4.1 consumable components (for example, toner in printer cartridges);

5.4.2 parts which are not critical to Product function, or

5.4.3 cosmetic features of the Product.

5.5 In relation to many Dell Products, you can purchase extended warranties from Dell which last beyond the Basic Warranty term. However, these are not available in respect of Notebook batteries (which have a maximum one-year warranty unless a shorter period is stated in any applicable Basic Warranty or Product Description).

5.6 Dell will repair Dell Product using parts which are new, or equivalent to new in accordance with industry standards and practice, and which will work for at least the remainder of the Basic Warranty period.

5.7 You will own all replacement Products and/or parts. Dell shall own any Product and/or parts that are replaced pursuant to Dell's warranty, and, if requested by Dell to do so, you must return them to Dell. The costs of returning such removed parts or replaced Product(s) will be borne by Dell.

5.8 Dell will pass to you, to the extent that Dell is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Product or Third Party Software. Without prejudice to your rights against Dell, Dell may therefore ask Third Party Product manufacturers and/or Third Party Software licensors to fulfill their obligations to you under such warranties and guarantees and seek to ensure that such manufacturers and/or licensors do so with reasonable skill and care and within a reasonable period.

6. Services

6.1 Dell warrants that Services shall: (i) conform to their Service Descriptions, and (ii) be performed with reasonable skill and care during the applicable Service period. You must provide Dell with all reasonable information, cooperation and courtesy to enable Dell to provide Dell Services.

6.2 Repairs under warranty, and other repair Services, will be carried out within a reasonable period. Dell will at all times try to meet response times estimated in the applicable Services Description, but actual timings may vary depending, among other factors, on the remoteness or accessibility of your location, weather conditions and availability of parts.

6.3 Dell may provide Services via internet or telephone as appropriate. Some additional optional value added Services may be offered using premium rate services. Dell will identify any such Services to you in advance and will only provide such Services in compliance with the regulations and codes which apply to the provision of premium rate services. Telephone calls may be recorded for training purposes.

6.4 Unless otherwise stated, you shall be responsible for all telephone and postal charges in contacting Dell, except when returning Product(s) which are defective or damaged, or do not accord with the Order Confirmation.

6.5 If you purchase an Extended Warranty Service from Dell, other than insurance based Services, you have the right to cancel such Services at any time:-

(i) if you do so within 45 calendar days of the date of purchase and no claim has been made on the Service, you will then obtain a full refund;

(ii) otherwise, you will be given a pro rata refund for the complete calendar months of the extended warranty Service period remaining unused at the date of receipt by Dell of the notice to cancel.

7. Software

7.1 Both Dell Software and Third Party Software are subject to software license agreements. These agreements are provided with the software media, or at Product start up, or when software is downloaded or activated.

7.2 In the absence of licence terms accompanying Dell Software, Dell grants you a non-exclusive, non-transferable license to access and use Dell Software for the duration of the Service period and/or the life of the Product as applicable. Software provided or made available to you by Dell in connection with the provision of Services may be used only during the term of the Services and solely as necessary for you to enjoy the benefit of the Services.

7.3 You must comply with the license conditions for any Dell Software and Third Party Software supplied to you, and you must not:

(i) copy or make a back up copy, adapt, licence or sublicense, sell, assign, or otherwise transfer or encumber the software; or

(ii) exceed any criteria stipulated in any Services Description and/or software licence agreement.

8. Cancellations, Cooling Off and Returns

8.1 Subject to clause 8.2 below, you have, for a short period, the right to cancel your Contract and return the Product. That period ends on the expiry of the period of seven (7) working days beginning on the day after the day on which:

(a) you receive your Order Confirmation; or

(b) if you are purchasing Product(s), those Product(s) are delivered to you;

whichever is the later ("the **Cooling Off Period**").

8.2 Your right to cancel under clause 8.1 will cease if the Contract is for:

(a) the supply of Services to you and Dell has commenced providing the Services to you in accordance with your Contract; or

(b) the sale of Software to you, which is delivered to you sealed, and it is unsealed (electronically or otherwise) by you or by someone acting on your behalf.

If those Services or Software can be used by you independently of any other Product(s) or Services sold under the same Contract, this early cessation of the right to cancel will not apply to the Contract insofar as it applies to those other Products.

8.3 Your right to cancel under clause 8.1 is in addition to your rights to cancel in the event of non or delayed delivery under clause 4.1 above, and your rights to cancel Extended Warranty Services under clause 6.5 above.

8.4 In order to exercise your right to cancel your order pursuant to clause 8.1, you must notify Dell in writing of your wish to cancel and Dell will then arrange for collection of the Product(s) at a reasonable time. Dell will provide you with a return address and a return number which must be clearly stated on the packaged Product(s) to be returned. You must return all cancelled Product(s) to Dell in original condition. Return freight costs will be payable by you. Dell will refund you the price, less direct return freight costs it has paid on your behalf, as soon as possible and in any case within 30 days of receipt of the notice of cancellation from you. Please note that you must take reasonable care of Product(s) in your possession during the Cooling Off Period, and, if a Product is returned to Dell in a damaged state, you will be responsible for any part of that damage which occurred whilst it was in your care or control.

8.5 Once the Cooling Off Period has ended, you do not have the right to return your order, unless Dell agrees in the circumstances set out in clauses 4.2 or 5 above or as provided in this clause 8.

8.6 Where Software or operating system elements are included with hardware in Product Descriptions, you may not obtain a refund on return of only that Software or operating system element. To cancel in accordance with clause 8.1, you would need to cancel the Product order during the Cooling Off Period.

9. Export Control

Please note that Products, which may include technology and software are subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, Product(s) may not be sold, leased, or transferred to restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that Product(s) purchased from Dell will not to be used for activities related to

weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You agree that you will not sell, lease, or otherwise transfer Product(s) to end-users engaged in these activities. Dell will not provide warranty support or Service in respect of a Product which have been exported in violation of these provisions.

10. Intellectual Property Claims

10.1 Dell retains title to all Dell-owned Intellectual Property in Products and Services. You must notify Dell immediately of any infringing or unauthorised use of any Products and/or Services or Intellectual property in such Products and/or Services.

10.2 Subject to 10.3, Dell will be responsible and will reimburse you for all costs and liabilities you may incur arising from any claim that your use of Dell branded Product(s) or Dell Software infringes any third party Intellectual Property rights. Dell may recall and exchange or modify the infringing item or give you a refund (less depreciation) or require you to install replacement or modified Dell Software from appropriate delivery and/or transfer mechanisms such as CD or internet download for example.

10.3 Dell's promise to reimburse your losses in the circumstances set out at 10.2 above does not apply if the claim arises due to:

10.3.1 use of any Third Party Product or Third Party Software or any other third party services and/or software;

10.3.2 unauthorised modification or use of Product(s), Services or Dell Software;

10.3.3 the use of Dell branded Product(s) or Services or Dell Software in conjunction with anything not supplied by Dell.

10.4 Dell may litigate, negotiate and settle claims described in clause 10.2 and you must provide reasonable assistance if requested to assist Dell, if litigation is directly related to Product(s) and/or Services supplied to you.

11. Assignment and Subcontracting

The Contract formed under these Consumer Terms is personal to you and you are not permitted to assign or transfer it to any other person without Dell's prior written consent. Dell has the right to assign the Contract to any company or entity for business reasons.

12. Limitation of Dell's Liability

12.1 The Products are supplied only for use in a domestic, non commercial, non research environment in a manner which is consistent with the specification, functionality and service standards described in the Product Description. Dell shall not be liable for losses relating to any business of yours, such as lost revenue, income or profits, lost data or business interruption.

12.2 You must take reasonable care of the Products and use them in accordance with user instructions/ product information supplied by Dell. You must also take all reasonable steps to prevent data loss, by installing protection against virus damage, and keeping back up copies of important data on separate media. Home computers in regular use are not supplied for the purpose of the long term storage of important data, unless these basic precautions are taken.

12.3 Neither you nor Dell shall be responsible for any losses suffered as a result of breach of this agreement by the other party, except to the extent that those losses are a foreseeable consequence of the breach. If any Product develops a fault, you should promptly notify Dell and seek its advice.

12.4 Neither you nor Dell will be liable for any delay or failure to perform its obligations under these Consumer Terms if such delay or failure is caused by an event or events beyond its reasonable control, such as for example and without limitation: third party strike action, terrorism, war, natural disasters, severe weather, unforeseeable manufacturing or transport disruption affecting suppliers.

12.5 Dell's liability for breach of an agreement to provide you with Services, or arising from any failure to provide such Services with reasonable care and skill, shall not exceed the greater of:

- £5,000; or

- twice the value of the Products and Services sold or supplied to you under the Contract.

This limit will not apply to any liability of Dell to you for breach of an agreement to sell you Products, or for death or personal injury resulting from negligence.

13. Privacy and Data Protection

Personal data obtained by Dell from you shall be held and processed in accordance with all applicable laws and consistently with Dell's Privacy Policy. Dell may share your personal data with other Dell entities, agents, or subcontractors performing Services for Dell. Dell may also transfer your personal data to affiliated companies or agents or subcontractors performing Services for Dell, which may be outside the European Economic Area, in which case Dell will ensure adequate protection to safeguard your personal data. Please review [Dell's Privacy Policy](#) in order to understand our privacy and data protection practices, and for full details of Dell's Privacy Practices, please see [Privacy Practices](#) or contact: Dell Data Protection Officer at privacy@dell.com. You consent to the processing of your personal data in accordance with the above.

14. Waiver

If you breach these Consumer Terms, and Dell takes no action, Dell will still be entitled to exercise its rights and remedies in respect of that breach at a later date, or in any other situation where you breach these Consumer Terms.

15. Amendments to these Consumer Terms

Dell's standard terms and conditions of sale can be viewed on www.dell.co.uk. Dell will update these from time to time, giving thirty (30) days prior notice on the site of any changes which are to be introduced. Any future changes will not affect Contracts already concluded, unless the changes are required to be made and given retrospective effect by any law or government authority (in which case it will apply to Contracts if required to do so).

16. Law and Jurisdiction

If the place of delivery of the Product(s) and/or Services is:

- in England or Wales, the Contract is governed by English law, and the courts of England and Wales shall have exclusive jurisdiction in relation to the Contract;
- in Scotland, the Contract is governed by Scottish law, and the courts of Scotland shall have exclusive jurisdiction in relation to the Contract;
- in Northern Ireland, the Contract is governed by the laws of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction in relation to the Contract.

17. Other Key Consumer Terms Documentation

Product Descriptions, Basic Product Warranty and Services Descriptions and Dell Privacy Practices are located at www.dell.co.uk.