

General Terms and Conditions of Purchase, Rental and Delivery

Version 01/26

Of: **Class Technology Solutions Ltd** also trading under the name of "Easy4u"
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Companies House number: 05683597 and FCA Reference Number: 948794
Contact: www.easy4u.school/faq

Hereinafter: **CTS / We / Us**,

Summary of your key legal rights

We are under a legal duty to supply Products 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 Product is a good, 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 Products 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 cannot be repaired or replaced, then you are 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 Product 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 are entitled to a repair or a replacement.
- B. If the fault cannot be fixed, or if it has not 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 have not used reasonable care and skill, you may be entitled to a repair or compensation

If your Product is a service, 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 is not carried out with reasonable care and skill or get some money back if we cannot fix it.
- B. If you have not agreed a price beforehand, what you are asked to pay must be reasonable.
- C. If you have not 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 Products 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 Products, 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 terms and conditions, we use the following terms:

Agreement

The agreement between CTS and the Consumer regarding:

- A. purchase or rental of Equipment;
- B. provision of services (including service and subscription services); and/or
- C. licensing or providing software (products) or digital content/services.

The Agreement is confirmed in the order confirmation. Where you rent a Product from Us, the Agreement will comprise the terms of the Hire Agreement You sign, as supplemented by these General Sale, Rental and Delivery Terms and Condition and the Service Terms and Condition for Computer Equipment Rental

Consumer/You

The natural person who acts for purposes outside their trade, business, or profession. The Consumer enters into an Agreement with CTS via the CTS Easy4u-website or in any other way and is therefore a contracting party of CTS. Where these terms and conditions refer to use by the Student, this refers to the actual use of the Product by the pupil or student under the responsibility of the Consumer.

CTS

Class Technology Solutions Ltd

CTS Easy4u-website

These include the URLs easy4u.school and www.class-technology.co.uk

Easy4u Terms of Service

The terms of service applicable to the Product purchased or rented. These are available via the CTS Easy4u-website and are provided to the Consumer when ordering.

Educational institution

The institution where the Student is (or will be) enrolled, or where a Consumer is working (or is affiliated with) at the time a Product is purchased or rented.

Equipment

Hardware that CTS sells, rents, or delivers, such as a laptop, Chromebook, or tablet.

Product

A product such as a computer (accessory) (**Equipment**) or a service such as a service contract or a licence to use a software product.

Student

The educational participant or student for whom the Equipment has been rented or purchased and who actually uses the Equipment under the responsibility of the Consumer.

ARTICLE 2 – APPLICABILITY

2.1 These terms and conditions apply to all agreements entered with CTS and to the use of the CTS Easy4u-website. CTS excludes the applicability of other (purchase) conditions, unless otherwise agreed in writing.



- 2.2 The following derogations apply to business customers (legal entities and natural persons acting in the exercise of their profession/business, such as schools or governments):
- A. Article 6.3: Business customers must report defects to CTS immediately, but no later than within 14 days after discovery (not 2 months).
 - B. Article 7: Business customers do not have a right of withdrawal;
 - C. Article 9: For business customers, CTS is entitled to transfer claims under the rental agreement to a third-party financier, and the payment obligation may not be suspended on grounds of service-related disputes;
- 2.3 If there is inconsistency between any of the provisions of the Agreement, these General Terms and the Easy4u Service Terms respectively, the provisions of the Agreement shall prevail over these General Terms and the Easy4u Service Terms, and the Easy4u Service Terms shall prevail in preference to these General Terms.

ARTICLE 3 – PRIVACY AND SECURITY

- 3.1 CTS values your privacy. We process personal data carefully and in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Depending on the service, we process personal data as a controller. If we work on behalf of an educational institution, we are the processor on behalf of that school. We process personal data to the extent necessary for the execution of the Agreement (after your order on the CTS Easy4u-website), to comply with legal obligations, or based on a legitimate interest.

At the request of the Educational Institution, we process or share technical data from Equipment. These include serial numbers, hardware identifiers, or device hashes. This data is needed for management, security or (re)linking devices in the school network.

If you use a third-party payment or credit service provider for your order with CTS, we will share the information necessary to make the payment with that service provider. The terms and conditions and privacy policy of that service provider also apply to that processing.

In our Privacy Statement you can read more about how we handle personal data. You can find the most up-to-date version on the CTS Easy4u-website.

ARTICLE 4 – THE AGREEMENT

- 4.1 The agreement is concluded at the moment CTS confirms your order by e-mail. When using an external payment service provider, the agreement is concluded after the payment service provider has accepted the payment and CTS has confirmed this by e-mail. Until that moment, CTS may refuse an order.
- 4.2 If the agreement is concluded electronically, CTS will take appropriate technical and organisational measures to secure the electronic transmission of data. CTS provides a secure web environment. If the Consumer wishes to pay electronically, CTS will observe appropriate security measures.
- 4.3 CTS may check whether you can meet your payment obligations. For this purpose, CTS may also request information from external parties, within the limits of the law and with due observance of the UK GDPR obligations as stated in our Privacy Statement. If an inspection shows that there is an increased risk, CTS may refuse your order or impose additional conditions.
- 4.4 CTS sends the following information upon delivery of the Product to the Consumer:



- A. the visiting address of the establishment and contact details of CTS to which the Consumer can go with complaints;
- B. the conditions under which and the way the Consumer can exercise the right of withdrawal;
- C. the information about existing after-sales service and existing warranties.

ARTICLE 5 – PRICE AND DELIVERY

- 5.1 The purchase or rental price on the CTS Easy4u-website includes sales tax (VAT). CTS will state any additional costs on the CTS Easy4u-website during the ordering process before the Consumer orders and makes the decision about entering into the Agreement. These include, for example, shipping costs, administration costs, and insurance premium tax (if applicable).
- 5.2 The delivery times given by CTS are indicative only. CTS makes every effort to deliver in a timely and complete manner, but delivery times may be affected by circumstances beyond CTS's control. Examples include problems at manufacturers, carriers, distributors, schools, global supply problems, or other forms of force majeure.
- If the delivery is delayed, or if CTS cannot deliver an order or can only partially deliver it, the Consumer will be notified within a reasonable period. In that case, the Consumer has the right to terminate the agreement without costs. In the event of termination in accordance with this article, CTS will refund the amount paid by the Consumer as soon as possible, but no later than 14 days after termination.
- 5.3 If the delivery takes place later than planned, your payment obligation will in principle continue to apply. This does not apply if the delay is the result of circumstances attributable to CTS.
- 5.4 If delivery proves permanently impossible, you may terminate the agreement free of charge. In that case, CTS is not obliged to pay compensation. This does not apply if the impossibility is the result of intent or gross negligence on the part of CTS.
- 5.5 Payment of the price must be made no later than 10 days before the (scheduled) day of delivery. When using a third-party payment service provider, other payment terms may apply as stated in Article 5.10.
- 5.6 Invoices will be sent to you by email. You can also find invoices in your own Easy4u account on the CTS Easy4u-website.
- 5.7 CTS may charge administration costs of £4.25 in the event that a payment or direct debit is declined, for example due to insufficient funds or a reversal (after a payment reminder has been sent with a reasonable period to pay), unless the reversal is a consequence of the Consumer properly exercising their right to cancel within the cooling-off period referred to in Article 7.
- 5.8 CTS distributes the Easy4u Computer Insurance of insurer MS Amlin. CTS does not provide advice on insurance. CTS will provide you with the insurance terms and conditions and the product information document (IPID) when ordering in the webshop and by e-mail. These documents are also available in your Easy4u account on the CTS Easy4u-website. For questions about the coverage, please contact our customer service. For complaints about the insurance or the coverage, you can contact the insurer or the complaints body mentioned in the policy.
- 5.9 CTS does not itself provide consumer credit and does not act as a lender. When you purchase a Product, you pay the full purchase price. CTS limits itself to making payment methods technically possible in the ordering process. This is usually done through a third-party payment service provider of your choice, as described in Article 5.10. When renting, you pay a periodic user fee (rent) and a deposit. The deposit serves as security during the rental period.



- 5.10 CTS may offer the possibility to pay through external payment service providers. These service providers may offer payment methods that involve staggered or delayed payment (such as a credit card or "Buy Now, Pay Later"). In that case:
- A. The agreement between you and CTS is only concluded after the payment service provider has accepted the payment and CTS has confirmed this to you by e-mail (see article 4.1).
 - B. You enter into a separate agreement with the external payment service provider for financing or payment in instalments. That agreement is subject to the terms and privacy policy of that service provider. CTS is not a party to that agreement, and bears no responsibility for the terms, costs or credit risks or any credit registration thereof.
 - C. Ownership of the Product passes to you at the time of delivery, provided that the (first) payment has been definitively accepted by the third-party payment service provider. Even if you pay the purchase price in instalments to the external payment service provider in that case, ownership will pass to you immediately upon delivery.
 - D. CTS may postpone the delivery until confirmation has been received that the payment has been definitively accepted by the payment service provider.

ARTICLE 6 – DUTY TO INVESTIGATE, LAW AND COMPLAINTS

- 6.1 The Consumer must examine the delivered goods as soon as the goods are made available to them. In doing so, the Consumer must investigate whether the quality and/or quantity of the delivered goods corresponds to what has been agreed. It must also be checked whether the Product meets the requirements agreed upon by the parties.
- 6.2 If the complete shipment is signed, CTS assumes that the delivery has been complete, unless proven otherwise.
- 6.3 Any defects must be reported by the Consumer to CTS in writing within the statutory period of 2 months after discovery of the defect. You can do this via info@easy4u.school.

Do you immediately see a defect upon receipt? Then we ask you to report this to us as soon as possible, but in any case, within 7 days, via info@easy4u.school. Describe the defect as clearly as possible so that we can accurately assess it and help you as quickly as possible.

ARTICLE 7 – CONSUMER RIGHT OF WITHDRAWAL ('RIGHT OF WITHDRAWAL')

- 7.1 When purchasing Products, the Consumer has the option of terminating the agreement without giving reasons for fourteen days ('right of withdrawal'). This cooling-off period starts on the day after receipt of the Product by or on behalf of the Consumer.

The Consumer must exercise the right of withdrawal within the period specified in Article 7.1. You do this by sending our customer service a clear and unambiguous email to info@easy4u.school. Mention 'Right of withdrawal' in the e-mail. The sending date of this email must be within the period of 14 days after receipt of the Products.

Immediately after receipt of this e-mail, CTS will send a confirmation of receipt by e-mail, including the return or sending instructions.

- 7.2 During the 14-day cooling-off period, the Consumer must handle the Product and its packaging with care. The Product may only be unpacked or used to the extent necessary to assess whether you wish to keep the Product. If you exercise the right of withdrawal, you must return the Product. This must be done with all accessories supplied, undamaged, in their original condition and packaging. Please follow the instructions provided by CTS. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this



has been caused by your failure to handle the Products with reasonable care during the cooling-off period. The right of withdrawal does not apply to:

- A. Computer software whose licence key has been activated or whose packaging seal has been broken;
 - B. Services, after full provision of the service. This only applies if the performance has started with the consumer's express prior consent and the consumer has declared that he loses his right of withdrawal once CTS has fully performed the service;
 - C. Repair services that you have expressly requested and that we have started immediately with your consent.
- 7.3 In the case of digital content, such as a licence key that is not supplied on a tangible medium, the right of withdrawal expires as soon as the delivery has started.
- 7.4 If the Consumer makes use of the right of withdrawal, the costs and risk of return will be borne by the Consumer.
- 7.5 If the Consumer has paid an amount to CTS, CTS will refund this amount as soon as possible, but no later than fourteen days after receipt of the declaration of termination. This includes the standard delivery costs.

ARTICLE 8 – RETENTION OF TITLE

- 8.1 Ownership of the Products sold shall pass at the time of delivery, provided that the purchase price has been paid in full by the Consumer to CTS, or through a completed payment and final acceptance by a third-party payment service provider (see Article 5.10). With software, there is never a transfer of ownership. The Consumer then acquires a right to use the software for the duration of the licence.
- 8.2 The Consumer may not dispose of or encumber the following products: products covered by the retention of title, licensed products, or rented products.
- 8.3 If a Product is seized that has been delivered subject to retention of title, or if the product is stolen, the Consumer must immediately notify CTS via info@easy4u.school.

ARTICLE 9 – RENTAL

- 9.1 The rental agreement is a hire agreement and does not constitute an instalment sale or regulated consumer credit agreement within the meaning of the Consumer Credit Act 1974. Ownership of the Product remains with CTS for the entire rental period. The Consumer is not permitted to make the Product available to third parties (other than the Student), or to (sub)rent it himself.
- 9.2 The rental agreement starts at the moment the Product is received by or on behalf of the Consumer. The rental agreement cannot be terminated prematurely, except for the provisions of Article 9.3 or in the event the Consumer exercises the right to terminate following a price increase as described in the Easy4u Terms of Service for Rental (Article 5.8).

The Consumer pays the rent by direct debit. If at any time a collection is not possible, CTS will make a second attempt at collection sometime later. If the second collection attempt is also unsuccessful or a payment is reversed, you will first receive a payment reminder with a reasonable period to pay. After that, you are in default. In that case, £4.25 in administration costs are due.



In that case, CTS may terminate the rental or temporarily suspend the provision of services. CTS may digitally block the Product for as long as the payment arrears continue. As soon as the arrears have been paid, the block will be lifted.

- 9.3 Outside the period for 'withdrawal', the Consumer can only terminate a rental agreement prematurely if there is an interim and unforeseen change of Educational Institution by the Student. Examples are a change due to relocation or emigration, choice of other school or school type (before the final exam) or reassignment.

In that case, the notice period is one calendar month. The notice must be accompanied by proof that the Student leaves the Educational Institution prematurely. The Consumer must return the Product to CTS before the expiry of the notice period, in accordance with the conditions set out in Article 9.4. If the rented Product is returned to CTS after early termination, CTS will charge the Consumer a fee equal to the deposit for lost profit. The parties agree that CTS will set off this compensation against the deposit received by CTS. Forfeiture of the deposit does not affect your obligation to settle any remaining rental payments. In the event of a change of school due to passing the exam, the rental agreement cannot be terminated prematurely.

- 9.4 The Product must be returned to CTS at the end of the rental period. The Product must then be undamaged (except for normal signs of use), complete (including cover and charger) and in good working order. CTS will charge the Consumer for the costs of repair or replacement in the event of damage or missing returns. CTS will erase the hard drive during return processing. By returning the rented Product, the Consumer and the Student agree that the personal files will be deleted.
- 9.5. If the rented Product has not been returned to Us within 30 days after the last day of the agreed rental period or in the event the Hire Agreement is terminated at the end of any applicable termination notice period, We reserve the right to: (i) charge the Consumer for any costs we incur in connection with such failure to return the Product; and/or (ii) take such steps at any time as may reasonably be necessary to recover the Product from the Consumer, and the Consumer shall provide all reasonable assistance in connection with the same. The parties agree that We may deduct any sums referred to above from the deposit received by Us and that no act or omission on Our part (whether under this 9.5 or otherwise) shall operate to transfer title in a Product to the Consumer. The Consumer shall not be entitled to any form of warranty on the Product after the last day of the rental period.

ARTICLE 10 – LICENCE FOR SOFTWARE; USE OF ONLINE SOFTWARE

- 10.1 Licence agreements apply to software. The licence terms are provided when launching, downloading, or activating the Product. These terms and conditions are accepted by the Consumer and the Student. Also, by using the software, the Consumer and the Student accept the said licence conditions. The warranty for software is given by the licensor of the software and not by CTS. The software provided by the Educational Institution is not covered by the Agreement with CTS.
- 10.2 Purchase of a Product also implies that the Consumer obtains a licence for the software pre-installed on the product. Rental of a Product means that the Consumer and the Student may use the pre-installed Software on the Product for the duration of the rental agreement of the Product.
- 10.3 If the Educational Institution has an agreement with a software or ICT service provider, CTS may share technical data of the Product with the Educational Institution and this service provider at the request of the Educational Institution. This includes, for example, serial numbers, hardware IDs, and other technical identification data that are necessary for management and security.



By placing an order through the CTS Easy4u-website, you agree that this data will be processed for this purpose as described in Article 3.1. The use of the software is also subject to the terms and conditions and agreements of the relevant software supplier and the Educational Institution.

ARTICLE 11 – CONFORMITY/WARRANTY

- 11.1 In the case of rental, CTS ensures that the Product, under normal use according to the Easy4u Terms of Service Rental, works properly during the term of the rental agreement. When buying, you are entitled to legal conformity for 1 year after delivery. This means that the Product must comply with what you can reasonably expect from it.
- 11.2 Without prejudice to your statutory rights, this warranty and obligation of conformity expire if a defect in the product has arisen because of, or arises from, improper or inappropriate use thereof, or improper storage or maintenance thereof by the Consumer, the Student or by third parties. In addition, the warranty is void and the service agreement may be suspended if, without CTS's written consent, modifications have been made to the Product or attempts have been made to make modifications.
- 11.3 If, after investigation, it turns out that the reported defect is not covered by the warranty or conformity obligation, CTS may charge you for the reasonable costs of the investigation and any repair. CTS will inform you about this in advance.
- 11.4 Submitting a complaint does not release the Consumer from its payment obligations. The payment obligation remains in force.
- 11.5 If it is established within the conformity period of 1 year (in the case of purchase) or within the term of the rental agreement (in the case of rental) that a Product contains a defect that falls under the conformity obligation or warranty, CTS will replace or repair the Product within a reasonable period of time after receipt thereof (at CTS's discretion), unless the defect is the result of improper use or a circumstance that can be attributed to the Consumer as described in the Easy4u Terms of Service.

When buying, repair or replacement within the conformity period is free of charge. This does not apply if the defect is caused by careless actions of the Consumer as stipulated in the Easy4u Terms of Service Purchase. The Easy4u Rental Terms of Service apply to rent. CTS will only replace the Product if the defect justifies it.

ARTICLE 12 – EASY4U TERMS OF SERVICE

- 12.1 Each Product sold or rented by CTS is subject to the corresponding Easy4u Terms of Service (for purchase or for rent). You will receive this with your order or quote. You can also download the most current version from the CTS Easy4u-website or request it from customer service.

ARTICLE 13 – LIABILITY

- 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 Products for domestic and private use. If you use the Products 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 Products pursuant to these terms and conditions.**

ARTICLE 14 – INDEMNIFICATION

14.1 The Consumer is responsible for damage caused by:

- A. Improper or careless use of the Product.
- B. Maintenance or modifications carried out without CTS's written consent.
- C. Using the Product for illegal activities, such as installing or using software without a valid licence.

If third parties hold CTS liable for damage resulting from the above situations, the Consumer indemnifies CTS for this.

ARTICLE 15 – APPLICABLE LAW AND CHOICE OF FORUM

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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