

General

In these conditions of Contract, the following words and expressions have the meanings respectively set out opposite them: -

"The Company"	Playsound Services Ltd
"Customer"	the person, firm company or other body whom the Order is made.
"Contract"	the contract formed by the acceptance of the Order.
"Goods"	the articles or services sold or supplied or any of them described in the Order.
"Order"	the Order placed by the Customer for the supply of the Goods.
"Price"	the total price payable by the Customer for the Goods including all additional sums otherwise payable.

Orders accepted and Goods supplied to the Customer on these conditions which shall form part of and govern the contract of sale made pursuant to such Order. These conditions supersede any earlier conditions issued by The Company and shall exclude any other terms or conditions which the Customer may seek to impose.

No variation may be made to the Contract except with the agreement in writing of The Company.

Orders

All Orders are subject of Value Added Tax, if applicable and any other tax duty or levy imposed at the rate applicable at the date of invoice. The Company agrees to supply the Goods in strict accordance with any required specifications and at the price stated for each item outlined on The Company's website.

The Customer has acknowledged, in placing an Order with The Company, that they are purchasing the goods as fit for purpose and that they have carried out necessary research that the goods meet the Customers requirements.

All prices on the website are valid for a period of 7 days from the Order date specified. Should the Order not be completed within this period then The Company reserves the right to cancel the Order or increase any quoted prices.

Additions or alterations to Orders, however made, shall not be binding until confirmed by the Customer in writing. Cancellation of any Order will not be effective unless accepted by The Company in writing. However, cancellation may only be accepted by The Company upon payment of any incurred costs The Company is liable for.

If the Customer required any alterations to the Order, the price will be varied accordingly.

Prices and Payments

All Orders are accepted on the understanding that all Goods supplied, and delivery will be charged at the prices on The Company's website. Any discounts or offers provided by The Company or listed on The Company's website are the discretion of The Company. The Company reserves the right to withdraw any offers or discounts with no notice and subject to availability.

Unless otherwise agreed in writing, the terms of payment are as follows: -

- Where the Contract provides the supply of Goods only via The Company's website and the Customer has placed an Order, The Company will issue an invoice immediately to the Customer.
- Payment of the price shall be paid within 7 days of The Company's invoice. All invoices must be paid in full before the Goods enter the manufacturing stage and no Goods will be dispatched without payment being received in full.
- Failure to pay invoices may result in the Order being cancelled and a charge payable to cover The Company's costs.

All payments shall be made in sterling to the bank details as stated on the invoice, via bank transfer.

The Company reserves the right to refuse to execute any Order or alter to above payment terms if the arrangements for payment on the Customer's credit are not satisfactory to The Company.

The Company shall be entitled, without prejudice, from any other right it may have, to withhold delivery of part or all of the Goods due under the Contract, until the Customer has confirmed acceptance to these terms and conditions by placing an official Order and paying all monies due under the Contract within 7 days of the invoice date.

Delivery

Unless otherwise agreed in writing, delivery will be made to the Customer's address specified in the Contract.

The cost of delivery is free on Orders of Goods totalling over £1000.00 net and a £75.00 delivery charge will be incurred on Orders of Goods totalling under £1000.00 net, however, we reserve the right to charge for additional delivery should the location be excessive or outside mainland UK.

If a delivery has been attempted and has deemed to be unsuccessful due to for example a) the wrong address is provided, b) nobody was available to accept the Order at its destination or c) there was no access or restricted access, The Company reserves the right to charge for missed deliveries, up to the amount of the original delivery fee. If a second attempt is unsuccessful then The Company reserves the right to cancel the order without a refund to the Customer. The Customer shall provide a safe and adequate route of access for any delivery purposes.

Delivery will be deemed to have taken place immediately the Goods arrive at the Customer's premises or are carried in a vehicle owned by the Customer, its servants or agents.

The Company is responsible for unloading the Goods on delivery, but this responsibility does not extend to the positioning of the Goods in any location on the Customer's premises for which, including the cost thereof, the Customer is solely responsible.

The Customer shall be responsible for all risks arising on and after delivery and should be responsible for inspecting the Goods at the point of delivery.

Acceptance of goods

The Company shall have no liability whatsoever for damage to, deterioration in, partial loss of the Goods in transit, or for shortfall of delivery, unless: –

- If the matter should have been apparent on a reasonable examination on delivery the Customer gives notice thereof to The Company within 24 hours of delivery: or
- If the matter should have been apparent on a reasonable examination on delivery the Customer given written notice thereof to The Company within 5 days of delivery.

The Company will provide adequate packaging for the Goods to ensure safe delivery. It is the Customers responsibility to dispose of in a safe and environmentally sustainable manner.

Refund and Exchange

Our standard full returns policy for Goods purchased through The Company's website is strictly 14 days from date of delivery. The Customer may return a product for a full refund if the product is unused, in its original packaging and accompanied by proof of purchase. This does not affect the Customer's statutory rights, and the cost of the return will be payable by the Customer. The Company reserves the right to charge a re- stocking fee for Goods returned as unwanted provided the Customer complies with the terms set out in this Contract.

If a product is faulty or develops a fault within 30 days, the Customer can return the product to the original despatch address or request that the product is collected by The Company. If the Customer requests that the product is collected this will result in a delivery charge being applied to the Customer.

The Company will carry out an inspection of the returned product and will at its sole discretion deem the product unfit for purpose and will either exchange the product or will repair the product dependent on the nature of the fault. The product will then be returned to the Customer at the original delivery address, delivery charges may apply.

All defect products must be informed within 30 days from the date of delivery and failure to do so by the Customer will result in the Customer waiving all rights to return the product. If the product is returned outside of the 30 days, The Company will inspect the product for wear and tear and may either reject the claim in full or request a partial payment towards repairs if the product has deemed to have been subject to any misuse or significant signs of wear and tear.

The Customer may not return any products that they deem unfit for purpose if the product is being used for any purpose other than that of the recommended use as stipulated by The Company.

Any refunds will be issued against the original purchase Price listed and will be minus any discounts provided at the time of purchase. In the event a product is returned as faulty under the policy and the product is no longer available The Company may at its sole discretion may offer an alternative product or exchange up to the same value.

Adjustments

The Company reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or date of the Goods. The Company will not be responsible for any damages or losses incurred by late or re-scheduled deliveries of the Goods notified by the Customer. Any lead times provided for the manufacture of the Goods are indicative only and will not be deemed a contractual due date.

The Company is subject to periodic price increases by the supply chain. In the event of a supply chain event which results in either a) a significant increase in price of raw materials, b) availability of materials, c) type of materials used, The Company reserves the right to increase its prices on their website or may find itself in a position that they cannot fulfil an Order due to supply chain issues. If the Order must be cancelled by The Company due to supplier issues, The Company will have no liability to pay any damages to the Customer for any losses. The Company may in an event of a supply chain issue, offer an alternative product to the Customer. If the Customer refuses to accept the alternative product offered, The Company may at its discretion withhold in full or offer a partial refund of monies paid.

Specifications and Performance

Any description or specification, drawing or particulars of dimensions and weights accompanying the Goods contained in The Company's catalogues or other advertising matter shall not form part of the Contract.

Without prejudice to the foregoing, unless The Company and the Customer have agreed in writing that the Price shall include the cost of installation of the Goods the Customer shall be solely responsible for properly installing the Goods in accordance with The Company's written installation instructions and for ensuring that any equipment and/or structures used in conjunction with the Goods supplied by The Company are properly installed and in all respect suitable and adequate for such use.

The Company is not responsible for the performance of Goods if they are used in a manner or for a purpose or purposes for which they have not been designed.

Guarantee

Provided that The Company is satisfied that any default or failure of the Goods has arisen solely from the use of defective materials or workmanship, The Company guarantees (at its option) either to replace the Goods or to repair defects of failures which appear within one year of delivery of the Goods or Contract completion date

The Company's liability above is conditioned upon: -

- Notice in writing being given to The Company immediately the defect or failure arises.
- The Goods having been maintained and served in a proper and satisfactory manner.
- The Goods having been used reasonably for the purpose for which they were supplied and not having been damaged by vandalism or modified in any way.
- The Goods having complied in all respects with all the terms and conditions of the Contract.

If alterations to the Goods are made without prior consent of The Company, The Company shall be under no liability for failure of the Goods and no allowance shall be made for any alterations made.

All default parts replaced shall become the property of The Company.

In the case of Goods or parts of Goods not of The Company's manufacture, this guarantee is limited or guarantee as is given by the makers thereof.

Cancellation

If there is a breach to the terms of this Contract or any required terms under this Contract The Company reserves the right terminate this Contract without any liability to make a full or partial refund by giving immediate notice and to charge the Customer with any loss incurred. Please Note: Any such charge is non-negotiable and is solely at the discretion of The Company.

Force Majeure

The Company shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable cause including Act of God, inclement weather, flood, lightning or fire, industrial actions or lockouts, the act of omission of government, highways authorities or other competent authority, was, military operations or riot, the act of omission of any part for whom The Company is not responsible. In such event, the affected Party will give immediate notice in writing to the other Party of the existence of such cause or event and the likelihood of delay.

Confidentiality

All drawings, specifications or other technical data provided by The Company in connection with the Contract and all other material of similar nature supplied for any other purpose whatsoever shall remain the property and copyright of The Company and be treated as confidential by the Customer.

All patents, copyright and any other intellectual property rights in any drawings, specifications, technical data, models or other property used by The Company in connection with the Contract and any such rights in the design of Goods provided by The Company shall be and shall remain the sole property of The Company. The Company shall comply with The Company's data protection principles if it collects, receives, uses, transfers or stores any personal data in the performance of this Contract. These obligations shall survive the expiration or termination of this Contract.

English Law

The Contract shall be governed by and interpreted in accordance with the laws of England and the Customer, and The Company shall submit to the non-exclusive jurisdiction of either the High Court of Justice or a County Court, as is appropriate, in England in relation to any claim, dispute or difference which may arise hereunder.

