

Terms and Conditions of Business for Solid State Sound & Connectronics

PLEASE READ CAREFULLY

Please read our Terms and Conditions of Sale before placing an order via our website/s or via email or mail. If you wish to keep a copy for your records please print out this screen.

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

1.2 'Supplier' means R Wayman trading as Solid State Sound and Connectronics whose office is at:

Unit 2 Whitebridge Farm Estate, Sedgemoor, Dorset SP7 9JT Tel: 01747-830670

1.3 'Goods' means the goods or services supplied by R Wayman trading as Solid State Sound, www.solidstatesound.co.uk, Connectronics and www.connectronics.uk.com

1.4 'Customer' means the person or company who purchases or agrees to purchase goods or services from R Wayman trading as Solid State Sound, www.solidstatesound.co.uk, Connectronics and www.connectronics.uk.com

2. General

2.1 These terms and conditions of sale apply to all goods supplied by the Supplier.

2.2 No contract exists between the Customer and the Supplier for the sale of any goods or services until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.

2.3 An acknowledgement of your order will be sent to you via e-mail when you place your order, but acceptance of your offer to buy the Goods will not take place until payment is taken. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.

2.4 The Supplier may change these terms and conditions of sale without notice to you in relation to future sales.

3. Description of the goods

3.1 The description of the goods you order will be as shown on the Supplier's website/s at the time you place your order.

3.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible.

4. Price of the Goods

4.1 Every effort is made to ensure that prices published on the Supplier's website or within written quotations are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Supplier does not receive an order confirmation within 7 days of informing you of the error, the order will be cancelled and you will be notified by email. If you cancel your order prior to despatch, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit/debit card for the goods.

4.2 In addition to the price, you may be required to pay:

4.2.1 Delivery charges

4.2.2 Value Added Tax and any other taxes

5. Payment

5.1 Payment for the goods and delivery charges can be made by any method shown on the Supplier's website/s at the time you place your order.

5.2 Payment shall be due before the delivery date.

5.3 There will be no delivery until cleared funds are received.

5.4 Credit account invoices (unless otherwise agreed by the Supplier) shall be payable by the Customer within either 7 days of the Supplier's invoice in the case of a Payment on Receipt Account (see invoice) or 30 days of the Supplier's invoice in the case of Payment Within 30 Days Account (see invoice). In the event of late payment the Supplier reserves the right to charge interest on overdue amounts at an interest rate of 3% above the current HBOS base Rate.

6. Delivery

6.1 Orders placed before 12:00 noon on a working day (Monday to Friday excluding public or company holidays) will normally be processed that day and will be delivered by Next-Day Insured Courier, Royal Mail Special Delivery or First Class Post provided no additional security checks are required and all items are in stock.

6.3 If delivery cannot be made to your delivery/shipping address for reasons under the Supplier's control, the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for delivery.

6.4 If delivery cannot be made to your delivery/shipping address for reasons under the Customer's control, the Supplier reserves the right to charge the Customer for re-delivery prior to re-delivery.

6.5 If you deliberately fail to take delivery of the goods when delivery is attempted, then the Supplier may:

6.5.1 store the goods until actual delivery and charge you for reasonable costs of storage; or

6.5.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) credit to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

6.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delays in delivery.

6.7 Time for delivery shall not be of the essence. The goods may be delivered by the Supplier in advance of the quoted delivery date.

7 Risk/Title

7.1 The goods are at your risk from the time of delivery

7.2 Ownership of the goods shall not pass from the Supplier to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 the goods, and

7.2.2 all other sums which are or which become due to the Supplier from you on any account.

7.3 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier.

8. Title for Business Customers

8.1 If you are a business customer until ownership of the goods has passed to you, you must:

8.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

8.1.2 not destroy, damage, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier; and

8.1.3 hold the proceeds of the insurance referred to in condition

8.1.4 on trust for the Supplier and pay the proceeds of the insurance to the Supplier within 5 working days of receipt of the proceeds.
8.2 If you are a business customer your right to possession of the goods shall terminate immediately if:
8.2.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
8.2.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or 8.2.3 you encumber or in any way charge any of the goods.

9. Limitation of Liability

12.1 Subject to 12.3 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:
12.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;
12.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;
12.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.
12.2 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.
12.3 Nothing in these Terms and Conditions shall limit the Suppliers liability in respect of products sold.
Nothing in these Terms and Conditions shall exclude the Suppliers liability for personal injury or death caused by its negligence.

10. Description of Products

Each Product purchased is sold subject to its Product Description which sets out additional Specific Conditions related to that Product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees.

We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Order acceptance policy.

11. Applicable Law

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

12. Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of our websites, or the use by any other person accessing our websites using your shopping account and/or your Personal Information.

13. Our Rights

We reserve the right to: modify or withdraw, temporarily or permanently, our website/s (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of our website/s; and/or change the Conditions from time to time, and your continued use of our website/s (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using our website/s.

These Terms and Conditions are effective from 01 January 2005 until further notice.

Our Consumer Returns Policy [Consumer Contracts Regulations 2013]

• Returns and Refunds

Please notify us of an order cancellation **by email only** to: sales@solidstatesound.co.uk

We want you to be happy with your order. If you wish to cancel your order you may do so at any time during the 14 day period starting from the day after your order was delivered. If your ordered product is faulty or it has been wrongly delivered a refund will be made within 30 days of cancellation.

Goods should be returned to:

Solid State Sound
New Forge
West Knoyle
Warminster
Wiltshire
BA12 6AG

The Consumer Contracts Regulations 2013 state that “the seller can withhold refunds until goods are returned and they can reduce the amount of money refunded for goods returned which show evidence of use beyond the handling necessary to see whether goods are as expected”. The product should therefore be returned undamaged and packed in its original packaging in exactly the same way in which it was received, along with any unmarked and undamaged manuals, disks and accessories that came with it as well as any supplied free gifts.

We strongly advise you to use secure and appropriate packing and an insured method of return shipping as we will not be liable for any loss or damage to goods being returned to us.

• Damaged Goods

On receipt of your order please inspect it straight away and if there are any damages or missing items you should inform our sales department within 14 working days of receipt of order. Please notify us of damaged goods **by email only** to: sales@solidstatesound.co.uk

• Faulty Goods

Please notify us of faulty goods **by email only** to: sales@solidstatesound.co.uk

- If your goods develop a fault within 30 calendar days of receipt please contact us to arrange return and inspection. In most cases we will exchange or refund the item provided it is 'as new' and has no faults caused by accident, misuse, neglect or excessive wear and tear.
- If your goods develop a fault after 30 calendar days of receipt and within its 12 month warranty period we will normally arrange for the product's manufacturer, appointed distributor or service agent to repair and return the product to you free of charge.

Refunds are made as soon as possible and in any event within 30 days of your order. Solid State Sound are not be obliged to offer any additional compensation for disappointment suffered. For further details please see our general Terms & Conditions of Sale above.

• Notes

- Solid State Sound reserves the right under Consumer Contracts Regulations 2013 only to accept returns specified by those regulations.
- Business to business sales are not covered by Consumer Contracts Regulations 2013. Our Terms & Conditions of Sale apply (see above).