

Terms of Trading 15/06/2009

THIS DOCUMENT IS YOUR PROOF OF PURCHASE & WARRANTY

PLEASE KEEP IT SAFE AS YOU MUST QUOTE THIS DOCUMENT IN THE EVENT OF ANY WARRANTY CLAIM.

May we take this opportunity to explain the following:

- Invoices to account customers are net and strictly due for payment within a maximum of 28 days of issue - all other invoices are issued for payment on or before delivery. All overdue invoices may incur interest at the rate of 1.5% per calendar month.
- Our bank account details for BACS & CHAPS payments are a/c 49211536 @ Nat West Bank - sort code 60-08-42
- You may pay by most major credit and debit cards, cash or PayPal (to info@soundservices.co.uk). Account customers may pay within 28 days of invoice date.



- PayPal allows any business or consumer with an email address to securely, conveniently and cost effectively send and receive payments online. PayPal's network builds on an existing financial infrastructure of bank accounts, credit and debit card to create a global, and real-time payment solution. Pay Pal deliver a product ideally suited for small businesses, online traders, individuals and others currently underserved by traditional payment mechanisms. To register and make payments via PayPal visit www.paypal.co.uk
- All goods remain the sole property of T & C Freeman t/a Sound Services until they are paid for in full. This retention of title shall allow Sound Services and/or its agents to recover any equipment supplied by them if payment in full is not forthcoming from the customer and/or the purchaser and/or the keeper of the equipment in question.
- By purchasing goods from Sound Services you are bound by our trading terms - written, verbal or implied.
- Goods are not supplied on sale or return in any circumstances. Please ensure that the items ordered fulfil your requirements. Should goods be returned to Sound Services without fault then outward and return carriage will be paid by the purchaser. This does not affect your rights under the Distance Selling Regulations regarding incorrectly supplied, faulty or damaged goods.
- Any costs incurred in collecting outstanding amounts (including interest, administration costs, court fees etc.) shall be passed on, in full to the to the customer and/or the purchaser and/or the keeper of the equipment in question. VAT will be added to these costs.
- All hires are due for payment prior to the event unless specific credit facilities have been arranged with Sound Services.
- Sound Services is an independent local company, which is not tied to any one manufacturer, or importer - this allows us to offer equipment that is economic and ideally suited to your requirements.
- The senior partner has 34 years experience in the sound and communications industry and Sound Services has been established for over 18 years.
- All new equipment is guaranteed for a minimum period of 12 months. We offer our own UK only 12 month RETURN TO BASE warranty in addition to manufacturers guarantees and your legal rights. Headworn microphones (headmics) are covered by a limited 90 day warranty. If this equipment is supplied to users outside of the UK the warranty is with the equipment manufacturer only.
- All work is personally supervised by the senior partner.
- All quoted and estimated prices are net, valid for 45 days and subject to VAT.
- Please note that any and all individual quoted and estimated prices are only valid should any proposal, quotation or estimate as a whole be accepted.
- Stage payment invoices shall always be issued for payment within these terms on all occasions when work is carried out in stages of installation or fixes.
- Quotations and estimates do not include any appropriation for any retention or other unauthorised discounts.
- Our schedule D reference number is: 45182 81927.
- Please note: "that the installation of security systems including burglar alarms, closed circuit television and **public address sound systems** are specifically excluded from the Construction Industry Tax Deduction Scheme". Should you require further information please obtain a copy of booklet IR14/15 in the Construction Industry Series, September 1992 from your local Inland Revenue Office. This exclusion requires that our invoices be paid in full with no deductions made by yourselves for tax purposes.
- Sound Services is fully covered by Contractors Liability Insurance.
- Any cancellation made by the customer without reasonable notice of any service or supply by Sound services shall incur a cancellation charge
- Licences from PPL (Phonographic Performance Ltd) (www.ppluk.com) on 0207 437 0311, PRS (Performing Rights Society) (www.prs.co.uk) on 0345 581868 or 0207 580 5544, MCPS (Mechanical Copyright Protection Society) and others are required prior to playing any pre-recorded or live music to the public - this includes both analogue and digitally stored and reproduced music from sources such as radio, tape, video, jukebox, TV, disc, record, computer, hard disc, live bands, discotheques, the Internet, MP3 players or any other device or medium.
- We are usually able to carry out work within 14 to 21 days of receiving your official purchase order.
- All building works are to be carried out by others. It is understood that our access to any areas as required to install equipment and / or a complete sound system shall be unrestricted – temporary or permanent removal of any stacked or fitted furniture shall be carried out by others ready for our installation work to commence.
- Any access towers, hoists or platforms that are required for the job shall be charged extra at a rate of cost plus a handling % plus VAT.
- It is understood that we are able to park our vehicle(s) adjacent to the site or venue. Any parking fees may be added to the final invoice.
- Where appropriate it is assumed that any existing equipment and wiring that is to be re-used is of safe and good quality, meets any current regulation or requirement and is in total working order. Any extra work required on these items will be charged extra.
- The content, layout and gist of all documents from Sound Services remain the intellectual property of Sound Services and may not be reproduced or distributed in any way without the prior written consent of Sound Services.
- All invoiced prices are subject to VAT at the current rate.
- These terms are the essence of any and all contracts.
- E&OE



please take a moment to visit the **sound services** website - www.soundservices.co.uk

Page 2 – **Distance Selling Regulations** especially for mail order and website customers

Privacy

We are committed to safeguarding the privacy of our customers - we will only use information that we have collected about you lawfully in accordance with the Data Protection Act 1998.

The only information that we collect is necessary for the processing/verifying of your order and delivery of your goods - this includes name, address, phone and fax numbers, e-mail address and credit card details. We may have to collect certain other details as necessary for any security checks made by the credit card companies.

We keep this information as up to date as possible - if you want to check any information that we hold, please contact us. If there are any errors, we will correct them as necessary.

We will not send you any unsolicited e-mails.

We will not give, sell or swap your details with any third party companies.

If you have any questions about this privacy statement please do not hesitate to contact us.

Security

We take matters of web security very seriously - when you go to our on-line ordering system, you are transferred to a secure area of our third party server using secure server software (SSL). This means that the information that you send is coded so that only we can de-code the information to obtain your personal details.

You will notice that the address will change from http:// to https:// indicating a secure server and that a padlock will appear at the bottom of the page.

If you have any questions about this security statement please do not hesitate to contact us.

The Office of Fair Trading has a comprehensive information section regarding buying on-line - to view it visit www.offt.gov.uk/html/shopping/index2.html

Your Right To Cancel - Distance Selling Regulations

Under The Consumer Protection (Distance Selling) Regulations 2000, you have the right to cancel a contract within seven days - starting from the day after you take delivery of the goods (a "cooling off" period). You have the right to cancel for any reason without penalty.

If you wish to cancel a contract, please write to us, fax us or e-mail clearly stating your full details, invoice number and cancellation instructions. To cancel the contract, you must give us notice within seven working days starting from the day after you take delivery of the order.

Once you have cancelled the contract, you have a legal "duty of care" to take good care of the goods. You must return the goods to us at your expense to the address below - we would advise that you use a recorded-delivery service for small items and an insured courier service for larger items. Please mark all parcels clearly with your returns number.

If it is more convenient, we can arrange collection by our couriers; any costs incurred will be deducted from your final refund in accordance with the Distance Selling Regulations.

We will refund you the full amount paid for the goods, less any costs to collect the goods, within 30 days of receipt of the notice of cancellation.

The full regulations can be viewed at <http://www.hmso.gov.uk/si/si2000/20002334.htm>

Sound Services
43 Albany Road
Fleet
Hants
GU51 3PU
UK

Tel 01252 620227
Fax 01252 627505
E-mail sales@soundservices.co.uk

Warranties

All brand new goods are covered by a one year warranty, covering parts and labour. You can download our warranty from www.soundservices.co.uk

In the case of second-hand & ex-demonstration equipment our warranty periods may vary but in all cases these will be clearly stated.

We are not responsible for any consequential loss or expenses, however caused, including incidental returns costs.

A copy of our terms and conditions is printed on the reverse of our invoice and is available upon request or can be downloaded from

www.soundservices.co.uk

All goods remain the sole property of t & c Freeman t/a Sound Services until they are paid for in full. This retention of title shall allow Sound Services and/or its agents to recover any equipment supplied by them if payment in full is not forthcoming from the customer and/or the purchaser and/or the keeper of the equipment in question.

Fraud

Unfortunately levels of fraudulent orders, particularly via the Internet, are on the increase.

We make every effort to check all orders as thoroughly as possible given the information available so please do not be offended if we have to contact you to make additional security checks after you have placed your order.

For reasons of security, we will only deliver goods to the registered billing address for your credit card.



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