

## Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (**Products**) listed on our website [www.graceacoustics.co.uk](http://www.graceacoustics.co.uk) (**our site**) to you. Please read these terms and conditions carefully before ordering any Products from

our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

### **1. Information about us**

[www.graceacoustics.co.uk](http://www.graceacoustics.co.uk) is a site operated by Grace Supplies Limited trading as Grace Acoustics (**we**). We are registered in England and Wales under company number 07402113 and with our registered office and trading address is at;

Linden House Business Centre, 1 Convent Lane, Kingston upon Hull, HU3 2NT

Our VAT number is: UK 101368062.

### **2. Your status**

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

### **3. How The Contract is formed between you and us**

**3.1** After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the **Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation. **3.2** The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

#### **4. Our status**

We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

#### **5. Consumer Rights**

**5.1** If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9 below).

**5.2** To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them in the original packaging, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. We reserve the right to charge a restocking fee of 30%. If you fail to comply with this obligation, we may have a right of action against you for compensation.

**5.3** Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

**5.4** If you are contracting as a consumer, clause 18 shall not apply to the Contract.

**5.5** If you are contracting as a consumer, notwithstanding the provisions of clause 20, you are not prohibited from starting proceedings in the courts of any part of England and Wales.

**5.6** If you are contracting as a consumer, you may not cancel a Contract or return any Product(s) if the Products have been produced in accordance with a bespoke instruction from you to produce or adapt or prepare the Products according to your own specification unless the Product does not comply with your bespoke specifications.

## **Availability and delivery**

Your order will be fulfilled by the delivery time-scale set out on our website or, if no delivery date is specified, then within 7 working days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

### **7. Risk and title**

**7.1** The Products will be at your risk from the time of delivery.

**7.2** Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

### **8. Price and Payment**

**8.1** The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

**8.2** These prices include VAT but exclude reasonable delivery costs, which will be added to the total amount due.

**8.3** Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

**8.4** Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

**8.5** We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.

**8.6** Payment for all products is required before items can be dispatched. We accept; card payment, bank transfer, cheques and cash.

## **9. Our refund policy**

### **9.1** When you return a Product to us:

(a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full. However, you will be responsible for the original postage costs and for the cost of returning the item to us. (b) for any other reason (for instance, because you have notified us in accordance with clause 19 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product.

Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

**9.2** We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **10. Our liability**

**10.1** We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

**10.2** If you are not contracting as a consumer, our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.

**10.3** If you are contracting as a consumer then our liability for losses you suffer as a result of us breaking this agreement is limited to the purchase price of the Product you purchased plus damages limited to 50% of the purchase price of the Products for any additional costs directly, reasonably and necessarily incurred by you in obtaining alternative goods.

**10.4** This does not include or limit in any way our liability: (a) For death or personal injury caused by our negligence; (b) Under section 2(3) of the Consumer Protection Act 1987;

(c) For fraud or fraudulent misrepresentation; or (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

**10.5** We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

(a) loss of income or revenue

(b) loss of business

(c) loss of profits or contracts

(d) loss of anticipated savings

(e) loss of data, or

(f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; provided that this clause 10.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 10.1 or clause 10.2.

## **11. Import duty**

**11.1** If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

**11.2** Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **12. Written communication**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **13. Notices**

All Notices given by you to us must be given to Grace Supplies Limited at Linden House Business Centre, 1 Convent Lane, Kingston upon Hull, HU3 2NT. We may give notice to you at either the email or postal address you provided to us when placing an order, or in any way of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after and email is sent, or three days after the date of posting of any letter. In providing the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in case of an e-mail, that such e-mail was sent to the specified email address of the addressee.

### **14. Transfer of rights and obligations**

**14.1** The contract between you and us is binding on you and us and on our respective successors and assigns.

**14.2** You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

**14.3** We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **15 Events out of our control**

**15.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

**15.2A** Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

**15.3** Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **16. Waiver**

**16.1** If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

**16.2A** waiver by us of any default shall not constitute a waiver of any subsequent default.

**16.3** No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

## **17. Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **18. Entire Agreement**

**18.1** These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**18.2** We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

**18.3** We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

## **19. Our right to vary these terms and conditions**

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **20. Law and jurisdiction**

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.