

TERMS & CONDITIONS

For custom installations.



1 Design Proposal

1.1 The Company will prepare a Design Proposal based on instructions given by the Customer. These instructions may arise from an initial meeting or in some cases from an outline proposal provided by the Company to the Customer free of charge.

1.2 The Design Proposal will set out:

1.2.1 The equipment and services the Company offers to provide ("the Works").

1.2.2 The estimated price for providing the Works.

1.2.3 The estimated date by which the Works would be completed.

1.2.4 The payment instalments the Customer would be required to make.

1.3 The Customer will notify the Company within 30 days of receiving the Design Proposal whether or not he accepts the Design Proposal. If the Customer notifies the Company that he does not accept the Design Proposal, the Company will nevertheless be entitled to retain the Design Deposit. If the Customer does not give any notification within 30 days, the Design Proposal will lapse and the Company will be entitled to retain the Design Deposit.

2 Price

2.1 The estimated price in the Design Proposal represents the Company's best estimate of the likely cost to the Customer of the Works and the Company will use its best endeavours to deliver the Works within the estimated price. However, where the estimate is exceeded for any reason other than default by the Company, the Company will be entitled to recover from the Customer the fair and reasonable increase in price.

2.2 Without limitation to Condition 1.2.1, the estimated price is also subject to change in line with any change in price by the Company's suppliers in respect of the materials and equipment to be supplied under this agreement.

3 Completion Date.

The Company will use its best endeavours to comply with the estimated date for completion of the works set out in the Design Proposal. However, such date (including such date as changed under clause 8 below) is approximate only and, provided the Company has used its best endeavours, it shall not be liable for any delay.

4 Supply.

In addition to the Works the Company will supply:

4.1 such drawings or diagrams as are in the opinion of the Company necessary for the proper installation and operation of equipment supplied under this Agreement

4.2 appropriate training and/or operating instructions and manuals to enable the Customer to use equipment supplied under this Agreement

4.3 suitably trained and experienced technicians for the execution of the installation work

4.4 equipment that is fully tested for functionality either before delivery on Site or upon completion of installation as the Company deems appropriate.

5 Warranties and Guarantees

5.1 Statutory Rights

No warranties offered by the Company in any way impair the statutory rights of the Customer.

5.2 Guarantees from Equipment Manufacturers

The Customer is entitled to the benefit of any manufacturer's guarantee to the Customer (subject to the terms of any such guarantee, including any requirement to complete and return a form to the manufacturer). The guarantee will differ depending on the nature of the equipment supplied. In many instances, guarantees from manufacturers are as long as five years (as is the case with most speakers). This reflects the high quality of the sources selected by the Company.

5.3 Warranty from the Company

5.3.1 The Company warrants that the Works will be free from defects in materials and workmanship for a period of one year from the date of completion of the Works. The Company will put right, free of charge, any such defect within that period.

5.3.2 In addition, the Company warrants that the following equipment will be free from defects in materials and workmanship for a further one year (i.e. up to two years from the date of collection or delivery (as applicable)): CD Players, Amplifiers (integrated & pre/power), Loudspeakers, Cassette tape decks, Radio Tuners, AV Processors/Amplifiers and Turntables.

5.3.3 The warranties in clauses 5.3.1 and 5.3.2 above are subject to the following conditions:

5.3.3.1 Grahams Hi-Fi Limited will not be liable for any defect arising from fair wear and tear, damage (other than by Grahams Hi-Fi Limited or its agents), misuse or alteration or repair of the equipment without Grahams Hi-Fi Limited's approval.

5.3.3.2 The warranties do not include transport costs, home service transport costs and all risks of transport.

6 Ownership

6.1 Passing of Title

Title and ownership of equipment supplied under this Agreement remains with the Company until the Customer has made payment in full for the Works.

6.2 Repossession

Until title and ownership of equipment supplied under this Agreement pass to the Customer, the Company may require the Customer to deliver up the equipment to the Company and, if the Customer fails to do so forthwith, to enter any premises where the equipment is and repossess the equipment.

7 Insurance and Risk

7.1 The Company will insure equipment supplied under this Agreement up to the time of delivery to the Site

7.2 The equipment shall be at the Customer's risk from the time the equipment is delivered or tendered for delivery (regardless of whether title and ownership have passed to the Customer in accordance with clause 6.1 above). The Company may deliver the equipment whether or not the owner or any person on behalf of the owner is present at the site at the time the equipment is delivered or tendered for delivery.

7.3 It shall be the responsibility of the Customer to insure the equipment from the time of delivery.

8 Changes

8.1 Changes to the Works

The Customer may instruct the Company to make reasonable changes to the Works. In the absence of an agreed price for such changes the Company will be entitled to recover any fair and reasonable increase in price as a result of the change (including for work carried out, equipment and materials supplied, and time spent).

8.2 Changes to Dates

The Customer may request any agreed date for delivery of the Works be changed and the Company will comply with such a request where it can reasonably be accommodated, provided such request has been made at least 30 days before the agreed date or the new date, whichever is sooner.

9 Payment

9.1 Invoices

A sum payable under this Agreement is due within 7 days of the date of an invoice rendered by the Company. The Company may render invoices in accordance with the payment instalment timetable set out in the Design Proposal.

9.2 Interest.

Where any payment is not made by the due date, interest will be charged at the rate of 4% above the NatWest Bank base rate and compounded monthly.

9.3 Default

If the Customer fails to make any payment by the due date, the Company may suspend performance of all of the Company's obligations under this Agreement.

9.4 Method of Payment

Payment may be made in cash, by cheque, Mastercard, Visa, Switch or Delta.

10 Copyright

10.1 Where the Design Proposal is accepted, the copyright in any design produced by the Company shall remain the property of the Company until the Customer has made payment in full for the Works. Further, even after property in the copyright passes, the Customer is limited to using the design for the purpose and the Works for which it was produced.

10.2 Where the Design Proposal is not accepted, copyright in any design produced by the Company shall remain the property of the Company and the Customer shall not be entitled to use the design in any circumstances.

10.3 If the Customer uses the design in breach of this clause 10, the Company shall be entitled, without limitation, to recover from the Customer a reasonable fee for such use.

11 Disputes

The parties will attempt to resolve any dispute amicably. All disputes arising which cannot be so resolved shall be governed by English law and subject to the non-exclusive jurisdiction of the English courts. Either party shall be entitled to refer any dispute to adjudication in accordance with the edition then current of the TeCSA Adjudication Rules.

12 Payment Provisions of the HGCR Act

Where the HGCR Act applies and Section E of this Agreement has been deleted, the following provisions shall apply in order to comply with the payment provisions HGCR Act:

12.1 The due date for payment shall be as specified in Condition 8.1 above.

12.2 The final date for payment shall be seven days after the due date.

12.3 The date by which notice specifying the amount of payment made/proposed to be made, and for giving notice of intention to withhold, shall be 5 days after the due date.

13 Errors

It is a term of this agreement that the Company shall be entitled to rectify any error (including, without limitation, arithmetical errors), omission, mis-description or the like in the contract documents.