

Acoustic Arts Terms and Conditions 2014

1. Definitions

“the Company” means Playground Percussion Limited trading as Acoustic Arts, The Old Laundry, Britannia Road Bristol BS15 8DB

“the Customer” means any party who buys or agrees to buy goods or services from the Company

“Goods” means any equipment or other article or product to be sold by the Company to the Customer

“Services” means any services to be supplied by the Company to the Customer

“Price” The price for goods or services exclusive of VAT, packaging, delivery or insurance

2. Conditions

These Conditions form the basis of the contract between the Company and the Customer in relation to the sale of Goods or Services, to the exclusion of all other terms and conditions.

All orders for Goods or Services shall be deemed to be an offer by the Customer to buy Goods or Services from the Company as set out in these Conditions.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

These Conditions may not be varied except by the written agreement of the Artistic Director of Acoustic Arts

3. Orders and quotations

A quotation made by the Company does not constitute an offer to contract with the Customer.

Any order placed by the Customer in response to such a quotation will constitute an offer made to the Company on the terms set out in this document, and shall be binding on the Company only if it is accepted by the Company in writing.

4. Price

The Price shall be the price quoted on the Company's written confirmation of order. The Company's prices are quoted in sterling and are exclusive of VAT, which shall be due at the rate in force on the date of the Company's invoice.

Until an order is binding on the Company within the terms set out in Section 3, all prices are subject to variation without notice.

Requests by the Customer to modify or vary specifications must be agreed in writing by the Company and made subject to the Customer paying any resulting additional costs or price increases.

The Company reserves the right to modify quoted prices whether before or after the order is binding on the Company to take account of any variation in costs including without limitation variation in the cost to the Company of supplies, materials, labour, operation or transport. In the event of any such changes in price occurring after the Purchase Order has been placed by the Customer, the Customer shall be entitled to cancel the order within 7 days of being notified of the change. Each party shall thereupon be discharged from any further liability in relation to the order.

5. Payments

Goods and Services will be invoiced to the Customer together with the cost of delivery as appropriate on the acceptance of an order, and except as otherwise agreed Goods and Services shall not be delivered before payment is made.

Payment of the Price and VAT shall be due in full within 30 days of the date of the Company's invoice.

The Company reserves the right to charge interest at Bank of England base rate plus 3% on all overdue accounts

Title in the Goods shall remain with the Company and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

6. Delivery and Acceptance

Delivery of the Goods or Services shall be made to the address supplied by the Customer and as close as possible to the Customer's requested delivery date subject to the Company's existing priorities and schedules. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Company for delivery.

The Company undertakes to make all reasonable effort to dispatch the Goods on an agreed delivery date, but does not guarantee to do so, and cannot guarantee a specific time.

The Company shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery of Goods or Services.

Delivery will only be delayed at the Customer's request if agreed in writing by the Company. Any costs directly incurred by the Company as a result of such delay or failure to take delivery on agreed dates shall be paid by the Customer. In addition, the Company reserves the right to charge storage and insurance costs at a daily rate of £100.

7. Liability and declaration

The Company shall be responsible for any personal injury or death that is shown to be caused by any negligence on the part of the Company, and not directly or indirectly by any misuse, negligence, wilful act or default by the Customer. In no circumstances will the Company be responsible for any loss of business or profit arising for any reason including negligence on the part of the Company.

The Customer will keep the Company and its employees agents and subcontractors indemnified against any claim made by third parties relating to Goods or Services except any claim for which the Company accepts responsibility under the preceding paragraph.

The Playground Percussion designs are artistic installations supplied for their educational and aesthetic value and are not intended to be used in the same way as standard play equipment. In as far as it is applicable, the designs comply with EN1176 guidelines except in situations where this conflicts with the artistic or musical integrity of the installation.

8. Design rights

The Company retains full ownership of all inventions, designs, copyrights and processes relevant to Goods and Services created by or for the Company. Any drawings, specifications or manuals issued by or on behalf of the Company are copyright and confidential and the Customer may not be reproduced or divulged to any third party without the Company's prior written consent. All rights subsisting in such drawings, specifications and manuals are reserved.

9. Applicable law

This contract shall be governed and construed in all respects in accordance with the laws of England.