

## Terms and Conditions (Updated 28/07/2010)

### 1. General

1.1 The owner and operator of this website is Sound Unlimited (also referred to as 'Us', 'We' and 'Our,' throughout). Our contact details are:

**Sound Un Ltd. (trading as 'Sound Unlimited')**  
**127 Embankment Rd**  
**Plymouth**  
**PL4 9JD**  
[sales@soundunlimited.co.uk](mailto:sales@soundunlimited.co.uk)  
**0208 1232477**

1.2 These terms and conditions relate to the use of our website at [www.soundunlimited.co.uk](http://www.soundunlimited.co.uk) and should be read carefully by our customers (also referred to as 'Purchaser', 'You' or 'Your' throughout) prior to using it. Each use of the website will indicate acceptance of the current terms and conditions as per the revision date at the top of the page.

1.3 We may revise our terms and conditions periodically and it is the responsibility of our customers to review them as is appropriate to your needs.

1.4 These terms and conditions do not affect your Statutory Rights.

### 2. Ordering

2.1 Once you have placed an order with us we will e-mail an acknowledgement which will list the items that you have ordered along with the prices. Please note that this acknowledgement does not represent an order confirmation or acceptance of order.

2.2 The order is deemed to be accepted and the contract made upon dispatch from us, irrespective of instances where payment may have been processed immediately. We will e-mail this to you in the form of an invoice, detailing the items, marked as dispatched. A printed copy will be included with the packaged item(s).

2.3 We reserve the right to refuse acceptance of an order in the following instances:

2.3.1 We are unable to obtain authorization for the payment or suspect fraudulent activity.

2.3.2 Goods are no longer available.

2.3.3 Errors with product pricing or description.

2.3.4 Any other instances that are outlined within our terms and conditions.

2.4 Where products are required for dispatch to destinations outside of Mainland UK, our pre-defined shipping module will calculate additional costs for delivery before payment is made. Should you find that your location does not have an automatic option, we will only accept the order once shipping charges have been agreed with us and pre-paid. Contact should be made via any of the methods mentioned above.



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2.5 Where we are unable to accept an order that has been placed online and prepaid we will notify you of the cancellation and refund the payment in full within 24 hours of receiving it. However, we cannot accept responsibility for any delay caused by third parties.

### **3. Pricing**

3.1 Our prices are in Pounds Sterling and include VAT at the current rate. We reserve the right to list VAT separately as a proportion of the final price.

3.2 Prices for postage and other associated charges are listed separately from the product's price and are visible throughout the shopping process.

3.3 We constantly monitor and update our prices to ensure our accuracy and competitiveness. However, occasionally errors may occur and in these circumstances we will inform you of the error in a timely fashion. We will then offer you the product for your confirmation at its correct price or refund your payment in full according to your preference.

### **4. Payment**

4.1 The payments on our site are processed immediately with the order via paypal, google checkout, by credit card online through HSBC, or by credit card over the phone.

4.2 By ordering from our site you are consenting to having relevant checks carried out by us and/or third parties in the interest of preventing fraudulent use of credit and debit cards. We undertake to treat any information provided by our customers securely and in accordance with the 1998 Data Protection Act.

4.3 All payments on this site will be made in Pounds Sterling. For international customers, the card issuing bank will make the conversion for you at the correct exchange rate at the time of purchase.

### **5. Delivery**

5.1 Our delivery charges are specified with each product on our site. These prices are all based on delivery to Mainland UK Addresses. International delivery is available by selecting the appropriate destination in the drop down menu on our site (right hand side of page). This will update the postage price for your agreement prior to making the purchase.

5.2 Estimated delivery timescales are quoted on our website for your convenience. We are unable to accept responsibility for delays that may be caused by the third parties carrying out the deliveries.

5.3 We cannot guarantee a specific time for delivery in any instance.

5.4 High value items may require a signature upon delivery.

### **6. Cancellation and Returns**

6.1 The goods and services represented on this site are sold in accordance with The Consumer Protection Regulations 2000 (Distance Selling). We comply by providing clear information, confirmation via e-mail and by offering a standard cancellation period of 7 days from the day after the date of delivery. Please note, on certain items we may choose to offer a cancellation period in



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excess of 7 days. These items are clearly identified on our site and the special terms will be confirmed in writing in both our order acknowledgement and our subsequent invoice.

6.2 Should you wish to cancel the order during the periods described in clause 6.1 you must notify us in writing by letter or by e-mail. Notification by telephone is not acceptable unless both parties have agreed so in advance.

6.3 Having notified us that you require an order cancellation, the goods must be returned to us within a reasonable time period. Reasonable care should be taken when doing so. The cost and risk associated with returning the item is born by the purchaser. Should you fail to return the goods you must make them available to us for collection from you by ourselves or a third party upon notification of our intentions.

6.4 Upon cancellation of the contract, we will credit the amount to you in full including any delivery charges we may have made. If we have incurred costs in as a result of collecting the item(s) from you we are entitled to deduct the direct costs from the amount refunded.

6.5 The goods must be packaged in their original packaging as you received them. They must be returned in a condition that allows us to resell the item as 'new'. The product itself must not have been used to any degree greater than that required for you to reasonably assess them.

6.6 The rights to return the goods do not extend to products where hygiene or health and safety are relevant. This may include but is not limited to: earplugs, headphones and microphones. Products that may be considered to have been customized or made to your specification are also exempt.

### **7. Warranties and Faulty Products**

7.1 The products on our site are covered by the manufacturer's own warranties which vary from product to product. In general, the period of the warranty will be 12 months unless stated otherwise on our website. The warranty will exclude deterioration due to fair wear and tear. Where an item is replaced or repaired the warranty will not be prolonged. We, or the manufacturer should be contacted prior to purchase if any clarification is required.

7.2 If a faulty item is within its warranty period it should be returned to us at your cost and risk. We will then organize repair/replacement on your behalf and return the product to you at our cost in a timely fashion.

7.3 In some instances we will choose to extend the warranty beyond that of the manufacturer. These items are clearly identified on our site and the special terms will be confirmed in writing in both our order acknowledgement and our subsequent invoice. The same procedure described in clause 7.2 should be followed in these cases.

7.4 Where we have chosen to extend a warranty, we guarantee that the product will be free from manufacturing defect for the period described. The guarantee is valid provided the product:

7.4.1 Has been used according to the manufacturer's instructions.

7.4.2 Has been maintained in accordance with the manufacturer's instructions.

7.4.3 Has not been modified in any way.

7.4.3 Has not been subject to adverse environmental conditions.



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### 8. Using the Website ([www.soundunlimited.co.uk](http://www.soundunlimited.co.uk))

8.1 All intellectual property on this site including but not limited to images and text are the property of SoundUn.Ltd or our licensors. The images and text may be downloaded and/or printed for personal use. The images and text must not be used or reproduced for general consumption without our written permission.

8.2 In addition to clause 8.1 no part of this website is to be reproduced or stored in any other website, or included in any other public or private retrieval system or service without our prior permission in writing.

8.3 You may not misuse our website (including, without limitation, by hacking).

### 9. Disclaimer

9.1 While we endeavour to ensure that the information on this site is correct, we do not warrant its completeness or accuracy. We may make changes to the products, prices, images and information at any time without notice. We make no commitment to update any material that may be considered to be out of date.

### 10. Governing Law and Jurisdiction

10.1 These terms and conditions are to be construed according to English Law and any disputes arising in connection with these terms and conditions are subject exclusively to the jurisdiction of the English Courts.

10.2 If you access this website from locations outside of the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

10.3 Should any court of competent jurisdiction find any of the provisions within these terms and conditions to be invalid, this will not affect the validity of the remaining provisions.

