

Document Control Status		
CONFIDENTIAL	Senior Management / Private	RED
RESTRICTED	Limited employees, job specific	AMBER
INTERNAL USE	All employees	YELLOW
PUBLIC	All employees and public	GREEN
<b>This Document - GREEN</b>		

## Standard Terms & Conditions v2.0

Revised Jun 2019

### Hire, Sales, Training and Installation activities

#### 1. Interpretation

1.1 For the purpose of these conditions, unless the context requires otherwise:

'The Company' means Rock-tech projects Ltd and any subsidiary;

'The Contract' means any hire agreement between the Company and the Hirer, which may be defined as a contract under the terms of English law;

'Commencement Date' means the date on which the equipment is delivered to or made available for collection by the Hirer;

'Default Rate' means 4 per cent above the Bank of England base rate;

'Equipment' means any equipment hired by the Company to the Hirer including any replacement or substitute equipment and all accessories and additions and renewals;

'Hire Period' means the period of hire specified in the schedule and beginning on the Commencement Date;

'The Hirer' and 'The Customer' means any company, partnership or individual who shall enter into any hire agreement with the Company;

'The Hirer' = 'The Customer'

'Insolvency Act' means the Insolvency Act 1986 or any modification, amendment, consolidation, re-enactment or replacement of it;

'Rentals' means the rentals to be paid by the Hirer to the Owner details of which are set out in the schedule;

'Requested Delivery Date' means the date specified in the schedule as being the date requested by the Hirer upon which the equipment is to be available for delivery or collection;

'services' means any services hired by the Company to the Hirer, including any replacement or substitute services and all incidental services and additions and renewals;

'VAT' means value added tax.

#### Hire (in addition to all other terms and conditions)

##### 2. Hire of the equipment and/or services

2.1 The Company agrees to hire and the Hirer agrees to take on hire the equipment and/or services for the Hire Period on the terms and conditions of hire set out in these conditions.

2.2 The hire of the equipment and/or services commences on the Commencement Date and continues for the Hire Period subject to termination as provided by these conditions.

2.3 The Company shall prepare a Delivery and Acceptance Form and, at the time of delivery or collection of the equipment or provision of the services, the Hirer or a person authorised on its behalf, shall sign the Delivery and Acceptance Form, which signature shall constitute the Hirer's acceptance of the equipment and/or services.

2.4 The Company shall use all reasonable endeavours to have the equipment and/or services available for delivery or collection on the Requested Delivery Date but the Company shall not incur any liability whatever in the event of any delay however caused.

##### 3. Rentals

3.1 The Hirer shall pay to the Company the Rentals (subject to any adjustment as provided in clause 5) without previous demand by the Company the first such payment to be made on the Commencement Date and subsequent payments to be made at the consecutive intervals specified in the Schedule.

3.2 Time shall be of the essence in respect of the payment of all Rentals and all other sums due from the Hirer to the company under these conditions and the Hirer shall be deemed to have repudiated these conditions if any of the Rentals or other payments remain unpaid for 14 days or more after becoming due.

3.3 All Rentals and other sums due from the Hirer to the Company shall be increased to include VAT at the rate or rates for the time being in force.

3.4 All payments (if not made by direct debit or banker's order) shall be made to the address of the Company stated above or at such other address as the Company may from time to time communicate to the Hirer.

3.5 Any payment sent by post shall be so sent at the risk of the Hirer.

##### 4. Interest

4.1 Interest shall be payable by the Hirer on:

4.1.1 overdue Rentals; and

4.1.2 all other sums payable or which become payable under the Contract which are unpaid in each case from the due date to the date of payment at the Default Rate.

4.2 Any interest payable under clause 4.1 above shall run from day to day and shall accrue after as well as before any judgement.

##### 5. Revision of Rentals

5.1 The Hirer expressly acknowledges and accepts that the Company is entitled to revise the Rentals by such amount, as the Company deems appropriate at any time after the date of the Contract but before the Commencement Date to reflect an increase in the list price of the Equipment announced or imposed by the manufacturer or an increase in the price of the provision of the service. Such increase shall be in accordance with the Retail Price Index.

5.2 Any such revision will be notified by the Company to the Hirer as soon as is practicable and in any event on or before the Commencement Date.

##### 6. Use of the Equipment and/or Services

6.1 The Hirer may use the equipment and/or services for the purposes of its business.

6.2 The equipment and/or services are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.

6.3 The equipment and/or Services are not permitted by the Hirer to be used for any purpose beyond their capacity or in a manner likely to result in undue deterioration of them.

6.4 The Hirer agrees that it will not:

6.4.1 without the prior consent of the Company effect any alteration or other modification to the equipment. In particular, cables must not be cut, and the Hirer must not rewire plugs and sockets. Any equipment found to have been modified or in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price on return;

6.4.2 remove or interfere with any identification marks or plates affixed to the equipment, nor attempt or purport to do so, nor permit the same.

##### 7. Duties of the Company:

The Company shall during the continuance of the contract:

7.1 ensure that any equipment is supplied to the Hirer in normal working order and maintain liability for the rectification of any defect or failure arising from normal usage;

7.2 pay or reimburse to the Hirer the cost of regular service and maintenance in accordance with the manufacturers' recommendations having regard to usage and age together with the cost of any necessary repairs or replacements, except where such repair or replacement is necessitated

by any accident or by any negligent use or abuse of the Equipment. If such service or maintenance is not carried out by the Company or its agents, the Company requires proof that the work has been carried out by way of original receipted invoices before it will pay or reimburse the Hirer for such service or maintenance;

7.3 in the event that the equipment and/or Services become temporarily unusable or unavailable (other than as a result of accident, damage, theft or vandalism), make available replacement equipment and/or Services (not necessarily of the same type and age) for collection by the Hirer within 48 hours (or as soon after that as is practicable) after the receipt of notification from the Hirer requesting replacement equipment.

#### 8. Duties of the Hirer

The Hirer shall during the continuance of the contract:

- 8.1 ensure that the Company's equipment is not used for any purpose beyond its capacity or in any manner likely to result in the deterioration of the equipment;
- 8.2 accept responsibility for ensuring that any relevant regulations, rules or statutory provisions governing, or related to, the use of the hire Equipment and/or Services are complied with during the period of hire and obtain and pay any sums due to acquire any licence or authority legally required to use the equipment;
- 8.3 accept responsibility for advising the Company of the location of the hire equipment during the period of hire, and of any changes in the location;
- 8.4 not take or allow the equipment to be taken out of the United Kingdom mainland without receiving the prior written authority of the Company and, in the event of that authority being given, only on such terms as the Company deems fit, with it being expressly agreed that if such consent is given, the Company shall not be responsible for the cost of maintenance nor replacement of the equipment in the event of mechanical failure for the period that the equipment is outside the United Kingdom mainland;
- 8.5 collect from and return to the Company, or from and to such place as the Company shall advise, any replacement equipment to be made available to the Hirer in accordance with clause 8.4;
- 8.6 bear the cost of the repair or rectification of any damage to the equipment resulting from negligence or improper use of the equipment by the Hirer;
- 8.7 not offer for hire to any third party or parties any equipment, which is the property of the Company without the express written consent of the Company;
- 8.8 not sell, assign, mortgage, let, hire or otherwise dispose or part with possession of the equipment or part of the equipment or charge the benefit of these conditions or attempt or purport to do so;
- 8.9 take all necessary steps (at its own expense) to retain and recover possession and control of the equipment if the Hirer loses possession or control;
- 8.10 notify the Company within 24 hours of any damage to, or failure of, or defect in any hired equipment and confirm this in writing within 3 days of initial notification;
- 8.11 permit the Company or its authorised representatives at all reasonable times to enter upon the premises where the equipment may from time to time be in use or stored to inspect and test the condition of the equipment;
- 8.12 take responsibility for insuring equipment against 'all risk' to full replacement value;
- 8.13 reimburse the Company for any loss or damage to the equipment to the full replacement value thereof.

#### 9. Insurance

- 9.1 The Hirer shall throughout the Hire Period (without prejudice to any liability of the Hirer to the Company) take responsibility for insuring the equipment (including any replacement equipment provided under clause 8.4) at its own expense. Underwriters against all loss or damage from all risks in an amount equal to the full new replacement value of the equipment.
- 9.2 If the Hirer takes out a policy of insurance in respect of the equipment to cover the Hire Period it shall notify its insurers that the equipment is on hire from the Owner and request the insurers to endorse a note of the Company's interest on the policy of insurance naming the Company as loss payee.
- 9.3 Where any event or accident occurs which is a risk covered by the Hirer's insurance, the Hirer shall:
  - 9.3.1 immediately notify the Company of such event or accident;
  - 9.3.2 not compromise any claim without the consent of the Company;
  - 9.3.3 indemnify the Company against all loss or damage to the equipment not recoverable under the policy of insurance;
  - 9.3.4 allow the Company to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, loss of use of the Vehicle, or loss of or damage to the property of the Hirer unconnected with the vehicle); and
  - 9.3.5 at the expense of the Hirer, take such proceedings (in the sole name of the Hirer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as provided in these conditions.
- 9.4 If the Equipment is declared a total loss, the hire of it shall terminate, and the Company at its option shall apply any proceeds of insurance received by it:
  - 9.4.1 towards a replacement of equivalent value, which replacement shall be deemed to be included in these conditions for all purposes, and the Hirer shall continue to be liable to pay Rentals as if such loss had not taken place; or
  - 9.4.2 in or towards payment to the Company of the sum necessary to compensate the Company for the loss or profit suffered as a result of the loss of the equipment.
- 9.5 The Company has the right to repair or have repaired the equipment, which suffers damage (and not a total loss), but if the Company does not choose to do so, the Hirer is liable at its own expense (but subject to any insurance proceeds) to reinstate or repair it and shall continue to pay Rentals in respect of the equipment during such reinstatement or repair.
- 9.6 The Hirer is liable to pay to the Owner any amount deducted by the insurers by way of excess or in respect of damage caused to the equipment prior to the date of total loss, and (subject to the application of insurance proceeds under sub-clause 9.4.2) shall indemnify the Owner accordingly.

#### 10. General Liability

- 10.1 The Company does not hire the equipment subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose or age of the equipment and any conditions and warranties are hereby expressly excluded insofar as permitted by law.
- 10.2 Save for the Company's liability for death or personal injury caused by the negligence of the Company, its employees or agents, the Company will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the equipment or its use.
- 10.3 The Hirer shall be solely responsible for and hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Company as a result of any incident involving the equipment (other than death or personal injury resulting from the negligence of the Company, its employees or agents).
- 10.4 The Hirer is solely responsible for and shall hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Company as a result of any breach on the part of the Hirer in the discharge of its obligations pursuant to these conditions of hire.

#### 11. Ownership

The equipment shall at all times remain the property of the Company and the Hirer shall have no rights to the equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing which is inconsistent with the Company's ownership or as a result of which the rights of the Company in respect of the equipment are or may be prejudicially affected.

#### 12. Termination

- 12.1 If the Hirer:
  - 12.1.1 fails to pay any Rentals or other sums payable under these conditions (or under any other agreement between the Company), in full within 14 days after such sums have become due (whether demanded or not);
  - 12.1.2 commits a breach of any of the other terms and conditions of the contract (whether express or implied); or
  - 12.1.3 does or causes to be done any act or thing, which in the opinion of the Company may jeopardise the Company's rights in the equipment or any part of the equipment; then in each and every such case the Hirer shall be deemed to have repudiated these conditions and the Company may then, or at any time within three months after that by notice to the Hirer, immediately terminate the hire contract under these conditions.
- 12.2 If any of the following events shall occur, namely:
  - 12.2.1 if any distress, execution, or other legal process is levied on or against the equipment or any part of the equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the Hirer permits any judgement against it to remain unsatisfied for seven days; or
  - 12.2.2 if the Hirer, being an individual, dies, suffers an interim order (within the meaning of the Insolvency Act) to be made against him or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order; or
  - 12.2.3 If the Hirer, being a body corporate, enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts; then in each and every such case the hire under these conditions shall terminate without notice and no payment subsequently accepted by the Company without knowledge of such termination shall in any way prejudice or affect the operation of this clause.
- 12.3 If the Company at any time commits a material breach of any of these terms and conditions (whether express or implied), then (provided the Hirer is not itself also in breach) the Hirer may return the equipment and (without prejudice to its right to claim damages for that breach) by notice to the Company immediately terminate the hire under these conditions for all purposes.
- 12.4 Without prejudice to the Company's rights to claim damages, the Hirer shall, upon any termination under clause 12.1 or 12.2, immediately pay to the Company:
  - 12.4.1 all arrears of Rentals and all other sums accrued due and unpaid at the date of termination, together with interest in accordance with clause 4;
  - 12.4.2 the cost of all repairs required as at the date of termination (other than those for which the Company has assumed responsibility under clause 7.3);
  - 12.4.3 compensation for the loss suffered by the Company as a result of such termination, such loss being determined by the Company having regard to all relevant circumstances; and
  - 12.4.4 any other sums which are or become due to the Company or to which the Company is entitled by way of damages.
- 12.5 On termination of the hire however or whenever occasioned or on expiry of the Hire Period, the Hirer shall (unless otherwise agreed with the Company) return the Equipment forthwith (including accessories where fitted) to the Company at such address as the Company may direct, in good order and in good working condition and at the Hirer's expense and risk.
- 12.6 Without prejudice to the foregoing, or to the Company's claim for any arrears of Rentals or damages for any breach by the Hirer of these conditions, the Company or its authorised representatives may, at any time after such termination or expiry of the Hire Period, without notice retake possession of the equipment and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs, charges and expenses so incurred in retaking possession of the equipment.
- 12.7 The Hirer shall bear the reasonable costs incurred by the Company at any time in ascertaining the whereabouts of the equipment and/or the Hirer.

**13. Concurrent Remedies**

No right or remedy conferred upon or reserved to the Company by these conditions is exclusive of any other right or remedy in these conditions provided or permitted by law, and each shall be cumulative of every other right or remedy now or in the future existing and may be enforced by the Company concurrently or from time to time.

**14. Assignment**

14.1 The rights of the Hirer under the contract cannot be transferred or assigned.

14.2 The Company may assign, transfer, subcontract or make over all or part of the contract without the Hirer's consent.

**15. Amendment and Waiver**

15.1 No variation of these conditions of hire shall be effective unless it is made in writing, refers specifically to these conditions and is signed by the parties.

15.2 No waiver or any of these conditions shall be effective except to the extent made in writing and signed by the waiving party.

15.3 No omission or delay on the part of any party in exercising any right under these conditions shall operate as a waiver by it of any right to exercise it in the future.

**16. Further Assurance**

The Hirer shall, whenever requested by the Owner, execute such documents and do such acts and things as the Company may require giving full effect to these terms and conditions.

**17. Time of the Essence**

Time shall be of the essence for all contracts made under these conditions.

**18. Invalidity**

The invalidity, illegality or unenforceability of any of these conditions of hire shall not affect the other conditions.

**19. Survivorship**

These conditions shall, as to any of its provisions remaining to be performed in whole or in part or capable or having effect following termination, remain in full force and effect notwithstanding termination.

**20. Notices**

20.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by pre-paid first class letter or facsimile transmission.

20.2 Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission, at the time of transmission provided that confirmation of such transmission is in the possession of the sender.

**21. Law and Jurisdiction**

21.1 All contracts subject to these conditions of hire shall be governed by and construed in all respects in accordance with English law.

21.2 The Company and the Hirer irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with any contract of hire subject to these conditions and that, accordingly, any proceedings, suit or action arising out of any such contract shall be brought in such courts.

**22. Call out Charges**

22.1 A standard call out charge maybe be applied to any site visit

**23. Quotations**

23.1 Quotations issued by the company are valid and open for acceptance within 30days from the date of issue, unless otherwise stated in the quotation.

23.2 Orders issued by the customer shall only bind the company and the customer when confirmed in writing by the company.

23.3 If conditions relating to the delivery, collection, quantity, price or payment terms or other matters stated in the company's order confirmation vary from the customer's order or acceptance of quotation and the customer does not wish to accept the variations, then the customer must notify the company to that effect in writing within 5 working days from the date of order confirmation. Failing which, the customer shall be deemed to have accepted all the terms and conditions, which shall commit a binding commitment between the parties.

**24. Force Majeure**

24.1 Although the company shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

**25. Weather**

25.1 The company reserves the right to cancel any aspect of its service, event production, technical provision or hire, without notice, in the event of extreme weather conditions.

25.2 In the event of a cancellation, due to weather, the company will not incur any penalty

25.3 The company does not guarantee weather protection, of any kind, to the customers equipment or property. The company is not liable for any damage to the customers equipment or property due to weather.

25.4 The customer will pay any additional expenses incurred due to extreme weather conditions

**Additional**

26. The Customer will be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of hire and the Company in no way assumes liability for the consequence of any non-compliance with any such regulations, rules or statutory provisions.

27. Equipment will be supplied to the Customer in normal working order, the Company's liability for any defect, or failure of the equipment hired is limited to the rectification of any defect of failure arising from normal usage.

28. The Customer undertakes to ensure that the Company's equipment shall not be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.

29. The Company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer, during the period of hire.

30. The Company cannot be held responsible for sound quality from the equipment if operated by third parties (ie. engineers of the Customer or acts employed by the Customer).

31. Where the Company supplied system is being operated by Customer's engineers and under the control of the Customer, the Company employed system technician will step in to correct sound or reduce level only if approached directly by a representative from the Promoter (ie. the production manager or promoters representative) and react accordingly. This specifically relates to situations where the event/show is working to local authority noise guidelines and buildings with similar guidelines. If the Company employed system technician has been notified in advance of noise guidelines by the representative from the promoter then the Company supplied system technician can step in and make adjustments to stay within agreed limit.

32. In the event of any equipment ordered not being available for the hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the duration of hire.

33. All delivery dates and times are approximate only.

34. If the customer is unable to meet the payment terms outlined in the contract, the Company reserves the right to make changes to the event specification.

## Installation & Sales (in addition to all other terms and conditions)

Once delivery of equipment, cabling and components has been made to the Customers premises (this includes delivery in part or in full):

- The Customer is fully responsible for it.
- The Customer must insure the equipment, cabling and components against all risks.
- The Customer must ensure that it is stored securely.
- The Customer must not misuse it any way.
- The Customer must not operate the equipment without written permission.

### 1. PRIVACY AND COOKIE POLICY

The Company is fully committed to respecting your privacy, and protecting any information you provide. We only use information you provide to process orders you may place at a The Company web site, notify you when important changes are made to our service, and occasionally tell you about relevant products or services we are offering. We will not pass your details to third parties for marketing or research purposes. Please note that we may retain any data that you provide on this website, even if you do not complete your registration by clicking 'Register new account'. Such contact details and data may be used to contact you to enquire why you did not complete your registration. These terms can be accessed via this URL at all times. For future reference you may save a copy of these terms to your machine so they may be accessed at a later date

### 2. INFORMATION WE COLLECT

Our primary goal in collecting personal information from you is to provide you with a smooth, efficient, and personalised experience while using our web-site. This allows us to provide services and features that most likely meet your needs, and to customise our service to make your experience easier and quicker.

To fully use our web-site and make purchases, you will need to register as a customer, where you will be required to provide us with your contact information and some other information relating require to process any orders you place with us. We automatically track certain information about you based upon your behaviour on our site. We use this information to do internal research on our users' demographics, interests, and behaviour to better understand and serve our users.

We use a web analytics tool to analyse site usage, how our users arrive at our site, what they do on the site, what browser they are using and on what operating system etc. However, this analytics data, collected via a JavaScript tag in the pages of our site, is not tied to personally identifiable information.

### 3. COOKIES

We use a number of different cookies on our site. If you do not know what cookies are, or how to control or delete them, then we recommend you visit <http://www.aboutcookies.org> for detailed guidance.

The following describe the cookies we use on this site and what we use them for. Currently we operate an 'implied consent' policy which means that we assume you are happy with this usage. If you are not happy, then you should either not use this site, or you should delete The Company.com cookies having visited the site, or you should browse the site using your browser's anonymous usage setting (called "Incognito" in Chrome, "InPrivate" for Internet Explorer, "Private Browsing" in Firefox and Safari etc...).

We use many cookies to enhance the shopping experience for the user, these include:

**Advertising Cookies** - we advertise The Company on a number of third party websites and ad networks, and use cookies to track which sites you clicked on. These include AdNxs, Click Fuse, Five.tv, Google Double Click, Guardian.co.uk and Rubicon Project.

**Affiliate Cookies** - allows us to track how you found The Company through external websites, and in some cases reward those websites.

**Criteo** - provides users with personalised adverts when visiting selected other websites. These adverts are based on the products that you have been viewing on the The Company website, and may also show products similar to those you originally looked at.

**Google Analytics** - provides us with information about how users use the site enabling us to improve and refine customers' experience of The Company. User data is all anonymous. You can find out more about Google's position on privacy as regards its analytics service at <http://www.google.co.uk/intl/en/analytics/privacyoverview.html>

**QuBit** - to ensure effective delivery of our cookies and to provide optimum user experience, we use QuBit to manage our cookies. It does not track information itself, but remembers specific tasks that we tell it to do.

### 4. SESSION COOKIES

We use a session cookie to remember your log-in for you and what you've put in the shopping basket. These we deem strictly necessary to the working of the website. If these are disabled then various functionality on the site will be broken - including the ability to place orders.

### 5. THIRD PARTY COOKIES

Some cookies used on our site are provided by third-parties, for example pages that contain embedded content, such as YouTube videos, may send you cookies. These cookies are out of our control and you should check these third-party sites for further information.

### 6. SHARE TOOLS

If you use social networks, such as Facebook and Twitter, to share information from the The Company website, you may be sent cookies from these websites. These cookies are out of our control and you should check these third-party sites for further information.

### 7. CUSTOMER COMPLAINTS

In the event of the customer needing to make a complaint, firstly they should call or email [info@rock-tech.co.uk](mailto:info@rock-tech.co.uk) or alternatively use the online form within our contact us page on The Company.com. In many cases, a complaint is best resolved by the person responsible for the issue in question. If the complaint has been received by that person, they may be able to resolve it swiftly and will do so if possible and appropriate.

Whether or not the complaint has been resolved, the complaint information will be passed to the customer service manager within one week. On receiving the complaint, the customer service manager records it in the complaints log. In the event it has not already been resolved, they delegate an appropriate person to investigate and to take appropriate action. If the complaint relates to a specific person, they should be informed and given a fair opportunity to respond. Complaints should be acknowledged by the person handling the complaint within 3 working days.

The acknowledgement should say who is dealing with the complaint and when the person complaining can expect a reply. Ideally complainants should receive a definitive reply within 2 weeks. If this is not possible because for example, an investigation has not been fully completed, a progress report should be sent with an indication of when a full reply will be given. Whether the complaint is justified or not, the reply to the complainant should describe the action taken to investigate the complaint, the conclusions from the investigation, and any action taken as a result of the complaint. If the complainant feels that the problem has not been satisfactorily resolved at stage one, they can request that the complaint is reviewed at Board level. At this stage, the complaint will be passed to the board of directors. The request for Board level review should be acknowledged within a week of receiving it. The acknowledgement should say who will deal with the case and when the complainant can expect a reply.

### 8. TERMS AND CONDITIONS

No statement or condition of sale contained within these terms affects or restricts your statutory rights as defined under The Consumer Contracts Regulations 2014. All orders for goods accepted by The Company Limited (the vendor) are accepted subject to the following conditions, which shall form part and govern the contract of sale. Acceptance of goods by the customer shall be deemed to be acceptance of these conditions of sale unless the customer notifies the vendor in writing within 15 days of receipt of this letter or delivery of goods. Any term sought to be imposed by a customer either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions.

We store the content of this contract and will send you the details of your order as well as our general terms via email. You can find the terms here at all times. The details about your recent orders can be found in your customer login.

### 9. TERMS OF PAYMENT

For orders placed using Credit or Debit cards, the payment card will not be debited until the order is actually dispatched, except for complete computer systems or packages configured to customer requirements, in which case credit/debit cards will be debited immediately after an order is placed. The vendor reserves the right not to accept payment by credit or debit card. Cheques must be cleared before delivery of goods, which takes 7-10 days, therefore direct bank transfer is recommended when payment by card is not possible or not accepted. The vendor only accepts purchase orders on 30 day credit terms from recognised educational establishments and government departments. Goods remain the property of the vendor until paid for in full and the vendor reserves the right not to dispatch goods until cleared funds have been received.

#### 10. SHIPMENT OF ORDERS

The vendor shall not be bound by a contract of sale until the goods have been received by the customer. As indicated on the product page, delivery dates are provided as an estimate only - the vendor will use its best endeavours to comply with the date named for delivery. Many products are held in stock by the vendor, but in some cases the date stated is an estimate of the time it will take to order the item from the manufacturer and deliver it to the customer. The vendor reserves the right to part ship orders but will not charge more than the total advertised delivery price for delivery of the order in full.

#### 11. GOODS DAMAGED IN TRANSIT

Any goods received by the customer that have suffered damage in transit must be reported to the vendor as soon as possible, and at the latest within 7 days of receiving the goods. The vendor will collect damaged goods from the customer and deliver replacement goods as quickly as possible at its own expense. The vendor will not accept any responsibility for goods damaged in transit if the customer reports the damage more than 7 days after receiving the goods.

#### 12. CANCELLATION OF ORDERS

The customer has a right to cancel an order for items purchased from the vendors website or placed over the telephone 7 days prior to delivery, unless a deposit has been paid. Orders can be cancelled by letter, email, telephone or fax. There are some restrictions to products that can be cancelled after delivery however as follows:

Items that come directly into contact with the nose, ears or mouth, such as in ear monitors or woodwind reeds  
Items personalised or made to a specific specification or configuration for the customer, including computer systems, studio packages, audio or video production suites  
Audio/video recordings and software that has been unsealed and/or registered with the manufacturer in the customer's name  
Customer orders that include goods designed to work together as a unique package of the customers choice and require specific testing or setup by the vendor may not be cancelled without the specific agreement of the vendor, and will be subject to a cancellation fee. The vendor may cancel any order placed by a customer until the goods are received by the customer if the vendor is no longer able to supply the item, there has been a significant price change of the item, or if the vendor suspects the transaction is fraudulent. If an order is cancelled by the vendor any monies paid by the customer will be refunded in full.

Cancellations maybe subject to a cancellation fee.

#### 13. CUSTOMER RETURNS:

Returns maybe subject to a Restocking / Damage Fee.

#### 14. DEFECTIVE GOODS WITHIN WARRANTY:

All products carry a 1 year warranty unless otherwise stated. If items become defective due to manufacture fault within six months of purchase then the vendor will arrange for the collection and repair of the product entirely at the vendors cost. If the product can not be repaired within 60 days, then a replacement product will be issued, which will not be older and not be in worse condition than original product returned by the purchaser. If the item becomes defective within the warranty period, but after six months from the date of delivery, then the same conditions as above apply but the customer will be responsible for the cost of returning the product to the vendor. Products may not be returned to the Vendor for refund later than 30 days from delivery unless the vendor is unable to comply with its warranty obligations. This warranty excludes items that have become defective due to miss use, accidental damage or any reason other than manufacture fault. If an item is found to be without fault on its return to The Company, and is out of the period of 30 day money back guarantee, then we will return the item to you for a small charge. We recommend that you insure your goods.

#### 15. LIABILITY

The Vendor is not liable for loss of business or income due to shipment delays under any circumstances. Whilst the vendor makes every effort to ensure that goods supplied correspond to in every respect with the specification or description provided as the case may be, the vendor is not responsible for minor variations in specification, and no such minor variation shall be the subject of any claim against the vendor.

#### 16. PROTECTION OF OUR STAFF

If our customers do not inform us of a problem or danger in advance. Rock-Tech reserves the right to purchase PPE equipment, at our customers expense, in order to protect our staff from danger or health risks.

## Tech-Care Extended Warranty (in addition to all other terms and conditions):

#### A. DEFECTIVE GOODS WITHIN WARRANTY:

If the product becomes defective due to manufacture fault within the warranty period, then the 'The Company' will arrange for the collection, repair and re-delivery of the product back to the customer at no cost.

#### B. GOODS DAMAGED IN TRANSIT

Any goods received by the customer that have suffered damage in transit must be reported to the vendor as soon as possible, and at the latest within 7 days of receiving the goods. The vendor will collect damaged goods from the customer and deliver replacement goods as quickly as possible at its own expense. The vendor will not accept any responsibility for goods damaged in transit if the customer reports the damage more than 7 days after receiving the goods, so we recommend you check your goods for transit damage as soon as you receive them.

#### C. COLLECTION AND DELIVERY COSTS:

UK Extended Warranties:

If goods become defective within the first two years of your ownership we will collect the goods and deliver them back to you free of charge.

**If you have an item that becomes faulty within the first 60 days of your ownership we will collect the items from an address you specify.**

**If you have an item that becomes faulty after the first 60 days but within the first six months of your ownership:**

*For items under 20 kg (e.g. electric guitars, violins, MIDI keyboards etc...):*

We can collect your item from a UPS Pickup Shop – search for your most convenient pickup location. Alternatively, we can also collect from an address you specify for a 5.00 pounds collection charge.

*For items over 20 kg (e.g. drum kits, double basses etc...):*

We can collect your item from an address you specify.

After two years of ownership we will make a small charge to cover our direct costs of collecting and returning the goods back to you.

*International Extended Warranties:*

For orders delivered outside of the UK, the extended warranty terms may vary depending on the country between one and two years, and this will be clearly stated. If goods become defective within the first one or two years of your ownership we will collect the goods and deliver them back to you free of charge. After one or two years of ownership we will make a small charge to cover our direct costs of collecting and returning the goods back to you.

#### *Outlying Areas*

For customers in some outlying areas of the UK (e.g. Isle of Man), the price of the Extended Warranty may be marginally higher, due to the potential for higher collection and re-delivery transport costs. You will be able to see this price when you enter your address details during checkout.

#### D. CASH BACK TERMS:

If you have not used your extended warranty after the warranty period, simply write to us with a copy of this certificate and your original purchase invoice within one month of the expiry date, and we will send you a cheque for 25% of the original warranty cost.

#### E. TRANSFER OF WARRANTY:

The Company must be advised by email of the new owners details including name, address, email address and telephone number within 14 days of the item being sold. Failure to do so will invalidate the warranty and no claims may be made by the new owner. Cash back after the warranty period is not valid when a warranty has been transferred.

**F. LOAN EQUIPMENT:**

If products covered within the terms of this warranty are not repaired within 30 days following receipt of goods at The Company, then the customer can request a free of charge loan item. The loan item is not intended as a direct replacement, and may not be the same price or have the same features as the original product, but it shall be of similar functionality. (e.g. if your digital piano breaks, we may lend you any other type of digital piano until your product has been repaired, or until we agree on a replacement model or cash back as detailed within this policy). Loan items shall remain the property of The Company at all times, but must be insured for theft and damage by the customer.

**G. REPLACEMENT PRODUCTS:**

In the event that an item cannot be repaired within 60 days, then an equivalent replacement item with similar functionality will be supplied. Replacement items may not necessarily be new, but will be fully functional and will not be older than the item they replace. Replacement products will not be more expensive than the product they replace. Suitability of replacement products shall be discussed with the customer, but the final decision on their suitability shall be made by The Company.

Any repair or replacement of a defective product will not renew or prolong this warranty beyond the original expiry date of the warranty. Should the original item be repaired after 60 days then the company reserve the right to put this back instead of the replacement.

**H. CASH DISCOUNT:**

Within the warranty period, in the event of a successful claim a suitable replacement item cannot be supplied as detailed above, or the proposed replacement product has a significantly differing specification to the original product that is not acceptable to the customer, then a cash refund will be offered after depreciation has been applied based on the following percentage of the original purchase price:

1st year: 100%, 2nd year: 70%, 3rd year: 45%, 4th Year: 30%, 5th Year: 20%, 6th year: 15%.

The extended warranty retail price will not be refunded.

Items that are replaced or have had a cash discount paid will become the property of The Company.

**I. CANCELLATION OF POLICY:**

The policy can be cancelled at any time and a pro-rata discount will be given based on the amount of time the policy has remaining. The policy may not be cancelled however if a claim has already been made.

**J. WARRANTY EXCLUSIONS:**

This warranty is designed to cover manufacture defect. If the item fails for any reason not due to manufacture defect, including any of the following reasons then this warranty is not valid:

Abuse or mishandling

The product is used for something for which it was not designed (misuse)

Wear and tear beyond the design intentions of the product

Adverse environmental conditions

The product has been altered or modified

The fault was caused by the use of accessories or supplementary parts that are not specifically certified to work by the product manufacturer

An inappropriate power supply or battery has been used

Inadequate care and maintenance

**K. OUTLYING AREAS:**

For customers in some outlying areas of the UK (e.g. Isle of Man), the price of the Extended Warranty may be marginally higher, due to the potential for higher collection and re-delivery transport costs. You will be able to see this price when you enter your address details during checkout.

**L. OTHER INFORMATION**

Under recent legislation, we are obliged to point out that you do not need to purchase an extended warranty at the same time that you purchase your goods. You are entitled to shop around, and we would actively encourage you to do this. This warranty is provided as an additional service to our customers, and we really do think it is worth the small amount of money it costs!

This warranty is an exclusive offer and is operated and financially backed by The Company Limited. The Financial Services Compensation scheme does not apply to this warranty and monies are not ring-fenced from The Company Limited. This warranty is not an insurance policy, and we suggest you also insure your goods against theft and damage.

On buying a product, you are protected by legislation such as the Sale of Goods Act 1979 (as amended). If the product is not, when sold, of satisfactory quality or fit for purpose, you have a right to claim for repair or replacement for up to 6 years (5 in Scotland). Within the first 6 months, the retailer must prove that the goods you bought met the necessary standards. After the first 6 months, it is up to you to prove that the product was faulty when supplied: this may involve you taking legal proceedings. Further information on consumer rights can be obtained from your local Trading Standards Services. Further guidance with regards to Consumer Protection from Unfair Trading Regulations 2008 can be found here.

Although the Sale of Goods Act covers you in very specific circumstances should your equipment go wrong after purchase, it is not nearly as comprehensive as our extended warranty, and this warranty will remove the stress and hassle of making a claim beyond the manufactures standard warranty period.