

# TERMS AND CONDITIONS AUDIO-PHILIA

## 2012-2023

### 1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means "Connecting Music Ltd" that owns and operates [www.audio-philias.co.uk](http://www.audio-philias.co.uk);
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means [www.audio-philias.co.uk](http://www.audio-philias.co.uk).

### 2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and

Conditions, subject to the Seller's discretion regarding the correct and safe means of delivery and usage.

2.4 The Seller might terminate the agreement without warning if they deem the Buyer's demands are unreasonable and if the goods are at risk of being incorrectly shipped, declared, received, and handled, as stated in clause 5.3.

2.5 Any complaints should be addressed to the Seller's address stated in clause 1.5.

### 3 ORDERING

3.1 All orders for Goods shall be deemed an offer by the Buyer to purchase Goods under these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason or to reinterpret an existing one at the Buyer's demand. This might involve a new or used item, its safe shipping and delivery terms, or modifying its originality.

3.2 Where the Goods ordered by the Buyer are not available from stock, the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 28 days.

3.3 When placing an order using the shopping cart facility on the Website, the technical steps the Buyer needs to take to complete the order process are described during the shopping process.

3.4 Where Goods are ordered using the shopping cart facility on the Website and are over and above the value of £250 and paid by debit/credit card or from a PayPal account the Goods will only be delivered to the registered Billing address of the card or account holder.

3.5 Where Goods are ordered using the shopping cart facility on the Website it is the responsibility of the Buyer to ensure the correct address details are entered. Any discrepancy will warrant the Seller to refuse to process the order.

- 3.6 Online purchases will be deemed to be accepted by the Seller when an invoice has been sent by email to the Buyer and delivery date has been agreed. However, a sale can be voided and cancelled at any time by the Seller if specific circumstances, as stated in clause 3.7, are met.
- 3.7 Occasionally, an error may occur, and goods may be either incorrectly priced or described in which case we will not be obliged to supply the goods at the incorrect price or in accordance with the wrong description or at all. We reserve the right to correct any errors from time to time. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price or description. If we cannot contact you or you do not wish to continue with the order at the correct price or description, we will cancel your order and refund the price you have paid. This might include discrepancies with the cost of goods, costs of shipping, and refusal to apply the correct customs declarations procedures if outside of the UK.

#### 4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT, apart from the EU, U.S., Canada and Australia, which excludes VAT (Receiver is responsible for the payment of local Duties and Taxes). The price excludes delivery charges. We charge separately for packing, carriage insurance and other relevant charges. All prices for our goods are in pounds sterling unless otherwise described.
- 4.2 The total purchase price, including VAT (if applicable) and delivery charges, if any, will be displayed in the Buyer's shopping cart before confirming the order.
- 4.3 After the order is received, the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 Payment of the price plus VAT (if applicable) and delivery charges must be made in full before dispatch of the Goods.

## 5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to update prices periodically on the Website, which cannot be guaranteed for any period. The Seller shall make every effort to ensure prices are correct when the Buyer places an order.
- 5.2 The Seller reserves the right to withdraw any Goods from the Website at any time and to process an order from the Website, telephone or email.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website. They shall also not be liable for refusing to process an order from the Website, telephone, or by email, even when an invoice has been issued.

## 6 AGE OF CONSENT

- 6.1 When placing an order, the Buyer will be asked to declare that they are of the appropriate legal age to purchase Goods that may only be bought by persons of a certain age.
- 6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

## 7 DELIVERY

- 7.1 Goods supplied within the UK will normally be delivered within 14 working days of acceptance of order; if a longer period to fulfil your order is predicted, we will contact you with an estimated delivery date.
- 7.2 Goods supplied outside the UK will normally be delivered within 30 working days of acceptance of order; if a longer period to fulfil your order is predicted, we will contact you with an estimated delivery date.
- 7.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given

the opportunity to agree a new delivery date or receive a full refund.

7.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery without undue delay. In event of delays delivery will be not more than 30 days after the day on which the contract was entered into. The Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly from any failure to meet any estimated delivery date.

7.5 Delivery of the Goods shall be made to the Buyer's address specified in the order, and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery; the buyer is responsible for any import and duty costs when and where this applies. Failure to follow these rules might terminate the sale without notice, as stated in clause 5.3.

7.6 Goods over and above the value of £250 will only be delivered to the registered Billing address of the card owner when purchased online, over the phone or by email, at the correct T&Cs of the Seller only; any changes that may deem unsafe shipping of such goods might be cancelled without notice as stated in clause 5.3.

7.7 Risk in the Goods shall pass to the buyer when the consumer has taken physical possession of the goods or when a person identified by the consumer has taken possession.

7.8 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

## 8 CANCELLATION AND RETURN

8.1 The Buyer may cancel the order for items in stock for any reason up to the point of dispatch and any payments made by the Buyer shall be refunded in full within 28 days.

8.2 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by email at: [info@audio-philipia.co.uk](mailto:info@audio-philipia.co.uk) and by

telephone at +44 (0)131 221 9753 within 14 days if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so, the Buyer shall be deemed to have accepted the Goods.

8.3 Where a claim of defect or damage is made, the Goods shall be returned by the Buyer to the Seller. Our business adheres to the Sale of Goods Act, ensuring that any goods purchased are as described, of satisfactory quality, and fit for the purpose for which they were intended. Your rights vary depending on the nature of the fault and the length of time you have had the goods. If, in the unlikely event, a problem arises, we aim to resolve the issue within a reasonable time. We will not be liable for misuse, accidental damage or general wear and tear of products.

8.4 If you are a Consumer you have the right, in addition to your other rights, to cancel the Contract and receive a refund by informing the Seller by email at: [info@audio-philip.co.uk](mailto:info@audio-philip.co.uk) and by telephone on: +44 (0)131 221 9753 within 28 working days of receipt of the Goods. Unless there is a manufacturer defect the consumer covers the return shipping costs. The right to cancel does not apply to the supply of goods to the U.S., Canada or outside of the E.U., and all items modified, bespoke or tailor-made orders cannot be returned. Some items cannot be returned if they are opened. These include software, audio or visual recordings, phono cartridges, earphones and headphones. Goods that have been damaged will not be accepted for return or exchange. Any statutory Consumer rights are unaffected by this Agreement.

8.5 Goods may be returned by the Buyer at the Buyer's expense within 28 days of receipt in the original packaging where possible and should be adequately insured during the return journey. When ordering via distance means (over the telephone or via the website) you have a right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You can withdraw, if you cancel before the goods have been dispatched or cancel after you have received the goods. You have 14 working days after the day on which you receive the goods to cancel. Please contact us in writing (email is sufficient) if you wish to cancel. We would request that goods are returned with the original packaging, and we would remind you that you have a statutory duty to take care of the goods. Unnecessary handling of

the goods may lead to a reduced refund. You are responsible for the return costs of the goods (unless goods received are faulty or misdescribed.)

- 8.6 Goods to be returned must clearly show the order number obtained from the Seller on the package.
- 8.7 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.
- 8.8 Exemptions: There are some circumstances where the Consumer Contracts Regulations won't give you the right to cancel your order. These include, CDs, in-ear headphones or software if you've broken the seal on the wrapping, perishable items, bespoke, tailor-made or personalised items. They also include goods that have been broken with a seal for health protection and hygiene reasons

## 9 LIMITATION OF LIABILITY

9.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods, and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever, unless caused by our own negligence.

9.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

## 10 WAIVER

10.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## 11 FORCE MAJEURE

11.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

## 12 SEVERANCE

12.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## 13 CHANGES TO TERMS AND CONDITIONS

13.1 The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

## 14 GOVERNING LAW AND JURISDICTION

14.1 These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

## 15 BUSINESS TO BUSINESS (B2B PARTNERS)

15.1 Due to the nature of our business and importance of online traffic to our website, we reserve the right not to remove products from our database and Google search results even though we may not represent your product as a dealer in the future. The only exception to this rule is in instances where we have signed a 'Dealer Agreement' or 'Dealer Contract' that prohibits us from representing your brand, products and marketing material on expiry of this agreement. You have the right to return items shipped within 14-days.

## 16 MEDIA AND INTELLECTUAL PROPERTY RIGHTS OWNED BY US

- 16.1 The intellectual property rights (including, without limitation, copyright) and all other proprietary rights subsisting in any artwork, copy, files, computer programs and other material which is created, developed, contributed to and/or reworked by or on behalf of us shall vest solely in us in perpetuity.
- 16.2 By utilising our services, you explicitly acknowledge and affirm that you possess no right, title, or interest in the materials provided by Connecting Music Ltd. All materials, previews, and reviews generated by us for our marketing media, strategy, and online publication are subject to our discretion. We reserve the right to alter the format of our materials, advertisement rates, technical specifications, and other specifications for each of our online publications and forms of media at any given time.
- 16.3 The intellectual property rights, including but not limited to copyright, and all other proprietary rights inherent in any artwork, copy, files, computer programs, and other materials created, developed, contributed to, and/or reworked by or on behalf of Connecting Music Ltd shall exclusively vest in Connecting Music Ltd in perpetuity.
- 16.4 You explicitly confirm that you hold no right, title, or interest in or to such materials. Furthermore, any materials, previews, and reviews crafted explicitly by us for your use may not be reproduced without our prior written consent. This includes reproduction on your behalf or by any third party acting on your behalf.