

# **TERMS AND CONDITIONS**

## **General**

We don't supply goods on a demonstration basis unless otherwise agreed. If you are not sure about the product we suggest you research it first before you make a purchase. We can offer knowledgeable and accurate advice – please feel free to ask us about anything you are interested in. It is possible to give a demonstration of most products although some traveling may need to be considered.

All quoted prices include VAT – delivery is extra (unless otherwise stated). Where a product includes delivery, this is to mainland UK only.

On the occasion where a price is listed incorrectly due to a typographical error or otherwise, we will inform you immediately as to the correct price of the goods. You will then have the option to proceed with or cancel the sale. A contract isn't active until we accept your order

In the event of any product specification change, or changes in price, Home Cinema by Design will endeavour to find an equivalent product elsewhere on the market. We will inform you immediately as to the changes in specification or cost. You will then have the option to proceed with or cancel the sale.

If a client changes their mind after the product has been installed, the client will be responsible for any return / re-delivery shipping costs which may occur, and any additional labour required on site will be subject to a charge of £250 per day per engineer required.

When payment of the first pro-forma invoice has been received it is understood that the terms and conditions have been agreed by the client.

## **Home Cinema by design Obligations**

Home Cinema by Design shall perform any work carried out with skill and care and to a standard in accordance with recognised codes of practice.

Home Cinema by Design accepts all responsibility for the conditions of tools and equipment used in the performance of the work carried out and shall ensure that any materials supplied as far as is reasonably possible shall be free of defects.

Any software loaded onto your computer by us will be to allow you to use the hardware provided. We will not be responsible for your computer failing as a result of anything other than the software loaded by us.

Wireless connectivity will depend on the size and age of the property as well as the location of the hardware. We cannot guarantee the wireless connectivity of your

equipment throughout your property. If you have any concerns regarding this, please contact us before committing to the sale.

## **Warranty and repairs**

In the event of a product failure – you are best advised to speak to us first. Many problems that appear to be faults can be rectified after talking to one of our Staff.

Warranty cover is for a minimum of 1 year. Some manufacturers provide a longer term – ask for details.

In circumstances where a warranty repair is needed, you may deal with us or directly with the manufacturers. If you require us to deal with the fault, we would ask that you send the item back to us. Your goods will then be returned to you at our expense (UK only).

Goods send back to us as faulty but found to be fully working will be returned to you. Carriage charges will be at your expense. If you suspect a fault please call us first.

Goods found to have a fault not covered by warranty (damage or breakage through misuse, incorrect operation, wear and tear etc) will be returned to you at your expense.

Contact details are available on our website. If you do not have regular internet access your main contact number is 01795 421448 or 07790 819626

We will endeavour to rectify any subsequent problems with the equipment installed in the system, be it user error or technical failure, over the telephone at no additional charge. Any additional call out required for any reason will be charged at £30 per hour from leaving our premises. This call out charge is valid for 12 months from the date of installation, after which it may be reviewed without notifying the client. It is the responsibility of the client to identify the call out costs before agreeing to the call out.

## **Clients Obligations**

To enable Home Cinema by Design to perform its obligations the client shall:

Co-operate with Home Cinema by Design.

Provide Home Cinema by Design with any information reasonably required by Home Cinema by Design.

Obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the client

Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## **Complaints Procedure**

If you have any complaints or concerns regarding your purchase or the way in which your transaction was handled, please inform us by e-mail – enquiries@homecinemabydesign.co.uk or in writing to Home Cine by Design, 26 Mansfield Drive, Iwade, Kent ME9 8TW. Your concern will be dealt with swiftly.

## **Payment Structure**

Home Cinema by Design requires a full payment for goods before work commences.

The remaining payment will be required upon completion of the work carried out **to the design specification.**

## **Force Majeure**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside of its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown or plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **Severance**

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.

## **Governing Law**

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