

Terms & Conditions: Amadeus Music Studios and Equipment

Please read the following Terms and Conditions carefully. They contain important information about your rights and obligations. We recommend that you keep a copy of these Terms and Conditions for future reference.

1 ABOUT US AND THESE TERMS AND CONDITIONS

1.1 Who we are: "We" or "us" are, Amadeus Performance Equipment Limited a company registered in England with registered number 2958266 whose registered office is at Vantage Point, North Trade Road, Battle TN33 9LJ. Email: info@amadeus-equipment.co.uk

1.2 Scope of these Terms and Conditions: These Terms and Conditions govern the supply by us of any product ordered by you. Any particular individual Product or Service that you order at any one time from us is referred to in these Terms and Conditions as the "Product". Further details of the Product can be obtained by reviewing the Site or looking at the materials applicable to the Product (which may be available from us on request). By agreeing to order a Product, you agree to be legally bound by these Terms and Conditions.

1.3 Changes to these Terms and Conditions: We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be informed via email or another form of communication. No other terms or changes to the Terms and Conditions shall be binding unless agreed in writing signed by us.

1.4 Definitions and Interpretation: In these Terms and Conditions:
1.4.1 "Acknowledgement" means our acknowledgement of your Order;
1.4.2 a "Business Day" means a day which is neither (a) a Saturday or Sunday nor b) a public holiday in the United Kingdom;

1.4.3 "Confirmation of Order" means our written or electronic communication to you in which we accept your Order as placed with clause 4.1.1;

1.4.4 "Contract" means your order of a Product or Service in accordance with these Terms and Conditions which we accept in accordance with clause 4.1.1 below. If you order more than one unit of Product, each Product ordered will constitute a separate Contract, unless otherwise agreed in writing;

1.4.5 "Order" means the order notified by you to us to purchase a Product from us either online or by telephone;

1.4.6 "Order Form" means a physical order form in the form supplied or approved by us, on which you may place Orders;

1.4.7 "You" means the customer who orders a Product or Service from us, whose details are provided to us;

1.4.8 "Product" means installation of modular rooms, bespoke studios or other products. Product can also be plural, referring to a number of installations at one given site;

1.4.9 "Site" means the location where the Product is to be installed;

1.4.10 References to "clauses" are to clauses of these Terms and Conditions;

1.4.11 Headings (including sub-headings) are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;

1.4.12 Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;

1.4.13 References to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and

1.4.14 References to "includes" or "including" or like words or expressions shall mean without limitation.

1.4.15 We never offer any Main Contract Discount and will not accept any retention.

2 EFFECT

2.1 Offers of these Terms and Conditions: These Terms and Conditions shall apply to all Orders and to all Contracts made or to be made by us for the sale and supply of Products. When you submit an Order to us, this shall always constitute your unqualified acceptance of these Terms and Conditions.

2.2 These Terms and Conditions take priority: These Terms and Conditions shall prevail over any separate terms put forward by you. Any conditions that you submit in writing, by email or orally, are expressly waived and excluded. If you give us a purchase order (other than in the form of the Order), this is purely for your administrative purposes and shall not form part of the Contract.

2.3 Ignoring statements not in these Terms and Conditions: Without affecting your statutory rights, if you make any statements made by our employees, contractors, subcontractors or agents or contained in any brochures, catalogues, sales literature or correspondence are intended to have any legal effect unless expressly agreed in writing by us or referred to in the Contract.

3 OFFERS & QUOTES

3.1 Offers unless clearly specified, are made based upon written information and/or drawings supplied by you.

3.2 Period of Offer: All Offers are open for 60 days and subject to change thereafter.

3.3 Amendments to Offer: This can be changed after a site visit, if the location is deemed too difficult to access in accordance with clause 4. Project variations are treated as new orders.

4 MAKING ORDERS OF PRODUCTS AND PAYMENT

4.1 Price: Irrespective of any previous price you have seen or heard, once you select a Product or Service that you wish to Order, you will be provided with an invoice including the charges you must pay including VAT, charged at the current rate. If applicable, unless otherwise stipulated in writing by us, all charges are in the currency in force in England (i.e. currently pounds sterling). Subject to clause 3.3 above, this is the total that you will pay for the ordered Product or Service.

4.2 Payment of invoice: You will pay all amounts due under the Contract in full without any deduction or withholding, except as required by law, and shall not be entitled to assert any credit, set-off or counterclaim against Amadeus. In order to justify withholding payment of any such amount in whole or in part, Amadeus may, at any time, without limiting any other rights or remedies it may have, set off any amount owing by you against any amount payable by Amadeus.

4.3 Unless prior agreement to the contrary, our Standard payment terms are as follows:

Stage 1 ~ 50% deposit on placement of Order upon receipt of invoice
Stage 2 ~ 50% payable upon delivery

4.4 Late payment: any time that our agreed terms of your Order have not been met:

4.4.a) upon receipt of invoice;

4.4.b) upon delivery of GA drawings or goods;

4.4.c) After seven days have elapsed unless otherwise agreed;

4.4.d) statutory interest will be charged at a rate of 8% plus the Bank of England base rate for every day the invoice remains unpaid;

4.4.e) a fixed sum for the cost of recovering a late commercial payment in addition to reasonable recovery costs will be charged as defined by the late payment legislation 16th March 2013.

4.5 Payment methods: You shall pay for the Product or Service within the timeframes specified on our invoice at the time of ordering. Payment can be made by BACS or CHAPS. Alternatively you may supply us with a cheque or your credit or debit card details on a credit or debit card company acceptable to us, which we require in order to process your Order. We shall not be bound to supply the Product or Service before we have received cleared funds. In full, as specified. We may need to run credit checks or other anti-fraud checks in certain cases, for example, if the billing address does not match the delivery address – and you agree to cooperate with these checks;

4.6 Permission to pay: If you are asked for details of a payment card or a cheque, you must be fully entitled to use that card and account. The card and account must have sufficient funds to cover the proposed payment to us.

4.7 Correct details: You undertake that all details you provide to us for the purpose of purchasing the Product from us will be correct, that the credit or debit card, or account or other payment method which you provide is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your credit or debit card details before providing you with the Product. Normal credit card purchase guarantees apply.

4.8 Being bound by these Terms and Conditions: When you submit an Order to us, you agree that you do so subject to these Terms and Conditions current at the date you submit your Order. You are responsible for reviewing the latest Terms and Conditions each time you submit your Order.

4.9 Acceptance of your Order: We shall not be obliged to supply the Product or Service to you until we have accepted your Order. Unless expressly stating that we accept your Order, an email, letter, fax or any other communication from your Order by us is purely for information purposes and does not constitute the Confirmation of Order. In that Acknowledgement, we may give you an Order reference number and details of the Product or Service you have ordered. We may, at our discretion, refuse to accept an Order from you for any reason, including unavailability of supplies or we may offer you an alternative Product or

Service (in which case we may require you to re-submit your Order). The Contract shall be formed and we shall be legally bound to supply the Product to you when we accept your Order. Acceptance shall take place when we expressly confirm your order by email, letter or fax to you. Without affecting your obligation to pay us earlier, we may send an invoice to you at any time after we have accepted your Order. The invoice is confirmation of your order and it is your responsibility to ensure the items match your Order. Until the time we accept your Order, we reserve the right to refuse or process your Order.

4.10 Mistakes in an Order: If you discover that you have made a mistake with your Order after you have submitted it to us, or the details on our invoice do not match your original Order, please contact info@amadeus-equipment.co.uk or 01424 775867 immediately. It is your responsibility to check any information we send you to make sure it corresponds correctly to your Order within seven days.

4.11 Accuracy of prices: While every effort is made to ensure that the price given to you is accurate, the price of your Order will need to be validated by us as part of our acceptance procedure. If the price for the Order changes before we accept your Order, we will contact you and ask you to confirm that you wish to proceed at the amended price.

4.12 Cancelling before installation: If you wish to cancel your Order after you have received the Confirmation of Order, this must be within seven days. You must send your notice of cancellation by email to info@amadeus-equipment.co.uk quoting your order reference number and delivery details. If this communication is not received by Amadeus within this time frame, it will not be possible to cancel.

4.13 A record of your order: We keep an electronic copy of the contract between us for any Order and we will send you by email the details of your Order and a copy of the current Terms and Conditions that apply to that Order.

4.14 Property or title of all goods does not pass on to you until they have been paid for in full.

4.15 Buy-back of modular products only: If the product is in good condition, it may be possible to use it for resale to another client. If a buy-back is offered, the amounts offered will be based on the condition of the product. This price may differ from the original invoice value due to associated cost such as labour, materials, transportation and freight.

5 INSTALLATION OF THE PRODUCT

5.1 Details when you place your Order: It is your obligation to inform Amadeus of any potential problems that our delivery lorry may have accessing the place of delivery stipulated in the Order due to size or weight restrictions. If we cannot access the place of delivery that you stipulate in your Order due to the size of our delivery lorry, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of Non-delivery of the Product.

5.2 Accepting delivery: We cannot leave Products at places of delivery stipulated in your Order if someone you have authorised to accept delivery is not present to accept delivery. Anyone at the delivery address will be deemed to be authorised to accept delivery.

5.3 Timeframe: Lead time depends on time of order and current schedules of work and is usually 60 days unless stated otherwise at the time of ordering.

5.4 Readiness to receive Products: You shall ensure that you are ready for safe receipt of the Product without any delay and at any time reasonably specified by us. Any delay, unless agreed with us in writing, will entail additional cost implications.

5.5 Refusal to accept delivery: If delivery or collection is delayed through your unreasonable refusal to accept delivery, if there is no one on site to accept delivery, or if the site is not ready for installation on the delivery date that has been agreed with us in writing, then we may (without affecting any other right or remedy available to us) do either or both of the following:

5.5.a) charge you for our reasonable storage costs and other fees reasonably incurred by us;

5.5.b) no longer make the Product available for delivery or collection and notify you that we are immediately cancelling the Contract with monies paid being retained.

5.7 When you own Products: You shall own the Product only when it is delivered, fully installed and we have received cleared payment in full for the Products (including VAT).

5.8 Do the Products meet your needs: On placement of Order, it is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the Products will meet your individual requirements.

5.9 It is your responsibility to ensure that the area where the Product is to be situated is structurally robust enough to support the weight of any modular room or structure. We will provide all necessary information and documentation to you in order for you to obtain satisfaction or certification from a structural engineer.

5.10 All electrics inside the modular rooms are prewired for each type of installation. Appropriate certification is issued for the Product only and it is your responsibility to make any connection between the modular room and the Main Distribution Board to energise the installation.

5.11 It is our preferred practice that the area where installation is taking place is exclusively used by Amadeus and their contractors only. Where this is not practically possible, it is your responsibility to ensure Amadeus staff and its contractors are not put at any risk. It is your responsibility to ensure the health and safety of any third parties, that 3rd parties are aware of our operations and all parties are protected sufficiently.

5.14.1 We request that the site is clear of objects to allow our swift and organized operation to run its course. It is extremely important we are given sufficient space to sequence our installation.

5.14.2 Products must only be handled by Amadeus, its contractors and/or subcontractors until completion of installation.

5.12 Fire beacons are not fitted as standard. However, if required we will work to your chosen provider / installer to make any necessary penetrations. You will be advised if any penetration compromises the acoustic integrity of the installation.

5.13 Dimensions: All dimensions are subject to conventional manufacturing tolerances except where requirements are stated as a range with specific minimum and maximum end points.

5.14 Removal of Rubbish: No allowance is made in respect of removing rubbish from the site. Careful consideration is applied to manufacturing any product and the waste from packing materials that protect components during delivery, such as pallets and bubble wrap. It is your responsibility to remove these items from the site and Amadeus cannot be held liable for any costs incurred for removal of refuse.

6 INSTALLATION DELAYS

6.1 Start date: When Stage 1 is complete as defined in clause 4.3, a mutually convenient installation date will be agreed. If this date is changed by you, any personnel pre-booked for your project will be charged at hourly rates below:

£55.00 Amadeus Project Director £37.50 Amadeus Project Manager
£25.00 Amadeus Supervisor

6.2 Any costs and charges already paid by Amadeus, such as accommodation, will be recovered from you plus an administration charge of 15%.

6.3 Risk: All risk in the Product shall pass to you on the delivery date under the Contract. Risk shall pass on to you upon the date delivery occurs. We will not be liable for loss or destruction of the Product once on site.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 You agree that no Intellectual Property Rights expressed or implied shall be assigned and/or transferred to you by virtue of this Agreement and all Intellectual Property Rights of the Products shall remain vested in Amadeus.

7.2 You warrant that any design or instruction provided by yourself shall not be such as will cause Amadeus to infringe any Intellectual Property.

8 FAULTY PRODUCTS

8.1 Quantity of Products: We warrant that:

8.1.a) The Product will be delivered undamaged in the quantities ordered; and

8.1.b) The Product will conform with manufacturer's latest published instructions set out on the website or as stated within our Product materials.

8.2 Use of Products: The Product is intended to be used strictly in accordance with all manufacturers' latest published instructions. It is the user's responsibility to ensure that they use the Product strictly in accordance with such instructions which are supplied to you upon completion of installation.

8.3 Minor Adjustments: Before delivery, we may make minor adjustments to material, colour, weight, measurements, design and other features to the extent that they are reasonable.

8.4 Inspection: We inspect and hard to deliver Products in excellent condition. However, if you tell us that any Product is faulty, you agree to keep the Product in its current condition available for us (or our agent) to inspect within a reasonable time.

8.5 Assistance to remedy faulty Products: In order to provide you with any remedies for a faulty Product, we may need your assistance in providing

photographic evidence and prompt provision of certain information regarding the Product, including:

8.5.a) you specifying with reasonable detail the way in which it is alleged that the Product is damaged or defective;

8.5.b) you providing to us photographic evidence, on request; and

8.5.c) you providing us with information as we reasonably require.

8.6 When we won't repair: If you wish us to repair the Product where it did conform to the Contract, but we find that the Product has:

8.6.a) been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or

8.6.b) been involved in any accident or damage caused by an incorrect attempt at modification or repair;

8.6.c) been dealt with or used contrary to our or the manufacturer's instructions for the Product; or

8.6.d) deteriorated through normal wear and tear;

offer delivery to us, we may at our discretion decide not to repair the Product and/or we may require you to pay all reasonable servicing costs of our current standard fees, and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

8.7 What we don't limit or exclude liability for: Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence, for fraud, for breach of Section 12 of the Sale of Goods Act 1979 or for any other liabilities that we cannot exclude of law.

8.8 Amadeus Performance Equipment hold public liability insurance totalling £5,000,000.

9 GUARANTEE

9.1 The Product is covered by a two-year guarantee subject to normal wear and tear on all parts subject to clauses 8.2, 8.4, 8.5 and 8.6.

10 REFUNDS

10.1 Amadeus will, at its discretion, repair or replace the defective Goods. Refunds will only be made with evidence of faulty, defective or damaged products once agreed and defined by Amadeus.

11 INFORMATION AND NEWSLETTERS

11.1 Mailing lists: When you place an Order, we will add your details to our mailing lists for news, updates, promotions and voucher codes. Our use of your personal data shall be in compliance with the Data Protection Act.

11.2 Unsubscribing: Any information or newsletter that we send to you will contain information for you to unsubscribe from our mailing list. Alternatively, to unsubscribe email info@amadeus-equipment.co.uk or contact us on 01424 775867.

12 CIRCUMSTANCES BEYOND OUR CONTROL

12.1 Circumstances beyond our control: We shall not be liable to you for any breach, hindrance or delay in the performance of the Contract attributable to any cause beyond our reasonable control, including any Act of God, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workers, epidemic, fire, explosion, storm, flood, drought, warlike conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation (Event of Force Majeure), regardless of whether the circumstances in question could have been foreseen.

12.2 Terminating: Either you or we may terminate the Contract immediately by written notice to the other in the event that the Event of Force Majeure lasts for a period of two Business Days or more, in which event neither you nor we shall be liable to the other by reason of such termination.

12.3 Choosing who to supply: If we have contracted to provide identical or similar Products to more than one buyer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

13 DEFAULT WINDING UP

13.1 Breach or debt: If you:

13.1.a) are in breach of any of your obligations under the Contract; or

13.1.b) are unable to pay your debts or have a petition for administration or winding up presented against you or commence winding up proceedings or have a receiver or manager appointed over any of your property or assets or are the subject of a bankruptcy petition or enter into any composition with creditors generally or take or suffer any steps in respect of hereto or if any distress or execution is levied or threatened to be levied on any of your property or assets; We may terminate the Contract immediately on giving notice in writing and retain any advance payment and you shall indemnify us against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to us from you shall become immediately payable.

13.2 Effect of termination: Termination of the Contract shall be without prejudice to any accrued rights or remedies of either you or us. Termination of the Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

14. NOTICES

14.1 Form of notice: Any notice under the Contract shall be in writing and may be served by personal delivery or by pre-paid or recorded delivery letter or by facsimile or email addressed to the relevant party / at the address or facsimile number of the relevant party last known to the other.

14.2 Notices are effective: Any notice given by post shall be deemed to have been served two Business Days after the same has been posted and any notice given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine and any notice given by email shall be deemed to have been served when the email has been provided to be received by the recipient's server, and in proving such service it shall be sufficient to prove that the letter or facsimile was properly addressed and numbered and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or an answerback signal received.

15. GENERAL

15.1 Keeping records: We shall keep a record of your order and these Terms and Conditions until six years after we have accepted your Order. However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions, your Order, the Acknowledgement and the Confirmation of Order.

15.2 Non-waiver of rights: No failure or delay by either party in exercising any right under the Contract shall constitute as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish your or our rights under the Contract.

15.3 Non-enforceability: If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

15.4 Non-assignment: You shall not assign or transfer or purport to assign or transfer the Contract to any other person.

15.5 No partnership etc: Nothing in the Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

15.6 No third party rights: A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of the Contract.

15.7 Governing law and jurisdiction: Contracts for the purchase of Products (and these Terms and Conditions) and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation or these Terms and Conditions (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the English courts. All dealings, correspondence and contacts between us shall be made and conducted under English law and in the English language.

Feb 2018 v1