



CLEAN
LINE
AUDIO

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Terms & Conditions

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1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply our services to you. We are an audio and video business.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are **Clean Line Audio Solutions Limited**, a company registered in England and Wales. Our company registration number is **11741098** and our registered office is at **Studio 6, First Floor, 32-38 Scrutton Street, London, EC2A 4RQ**. Our registered VAT number is **315547114**.

2.2 **How to contact us.** You can contact us by telephoning our office on **020 3287 1088** or by writing to us at info@cleanlineaudio.co.uk or at the address on the front page.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it or when you sign our Approval Letter included in the Quotation of Works or we tell you that we are able to provide you with the service, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the service. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.

3.3 **Your job number.** Your job number will be the same number given as reference in your Quotation of Works. It will help us if you can tell us the job number whenever you contact us about your order.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the service, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the services.** We may change the services:

(a) to reflect changes in relevant laws and regulatory requirements such as requirements placed upon us by our industry associations.

(b) to implement minor technical adjustments and improvements, for example to address a safety issue. These changes will not affect your use of the services.



6. PROVIDING THE SERVICE

6.1 When we will provide the services. We will supply the services to you from the date agreed during the order process until we have completed the work. The estimated completion date for the services is as told to you during the order process or until either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 8.

6.2 We are not responsible for delays outside our control. If our performance of the service is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any service you have paid for but not received.

6.3 If you do not allow us access to provide services. If you have asked us to provide the service to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.3 will apply.

6.4 Reasons we may suspend the services. We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services;
- (c) make changes to the services as requested by you or notified by us to you (see clause 5)..

6.5 We may also suspend the services if you do not pay. If you do not pay us for our services when you are supposed to (see clause 10.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products or services until you have paid us the outstanding amounts.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for our service, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any service which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the service or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.



8. OUR RIGHTS TO END THE CONTRACT

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services, we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our office on **020 3287 1088** or by writing to us at info@cleanlineaudio.co.uk or **87, Purley Park Rd, CR8 2BW**.

9.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

9.3 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 9.2) and does not affect them. In the unlikely event there is any defect with the services:

- (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.
- (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 8 weeks. If we fail to remedy the defect by this deadline we will refund the price you have paid for the services.

9.4 **Transferring our guarantee.** You may transfer our guarantee at clause 9.3 to a person who has acquired any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.



10. PRICE AND PAYMENT

10.1 Where to find the price for the services. The price of the services (which includes VAT) will be the price set out in our Quotation of Works in force at the date of your order unless we have agreed another price in writing. All other work is quoted on a per job basis. We use our best efforts to ensure that the prices of our service to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the service detailed in your order.

10.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we provide our service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

10.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

10.4 When you must pay and how you must pay. You must make an advance payment of 50% of the price of the Services, before we start providing it. We will invoice you for the balance of the price of the services when we have completed them. All invoices are due for payment immediately.

10.5 Snagging. Where any services or works are provided but are subject to snagging, you agree to make payment of 95% of the total invoice amount immediately following completion of works. You must then provide us with access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the us.

10.6 Other payment arrangements. Any other payment arrangements must be agreed in writing.

10.7 We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.8 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 What we guarantee. Any guarantee provided by us will be, for labour only, in respect of faulty workmanship from 12 months of the date of completion. Any parts, equipment or components supplied by us will be covered by their respective manufacturer's warranty.

11.2 You will be solely liable for any hazardous situation in breach of Health & Safety legislation.

11.3 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable and examples of this are set out in clause 11.5. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.



11.4 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

11.5 **Reasonable cost of repair or replacement.** Our liability is limited to the reasonable cost of repair or replacement should this result from our neglect.

11.6 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the service.

11.7 **What responsibilities do you have.** It is your responsibility to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. It is suggested that you remove items that are considered to be a problem. If items remain within the working area, it is the responsibility of you to cover such items.

11.8 **We are not liable for business losses.** We supply our services for commercial, domestic and private use. Provided we have carried out works within the terms of our agreed contract, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide our service;
- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

13. OTHER IMPORTANT TERMS

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

13.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent. We may withhold our consent. However, you do not need our consent to transfer the benefit of our guarantee in clause 9.3 (see clause 9.4).

13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 9.3 in respect of our guarantee.

13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.



13.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to complete the service, we can still require you to make the payment at a later date.

13.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

13.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.

13.8 Permits, Licences, regulations and consents/access. It is your duty to ensure all permissions, permits, licenses and any others consents are obtained for us to carry out our work.

(a) You agree to provide clear access to enable us to complete our work and any extra charges involved in this will be your responsibility.

(b) You will obtain consent and permission for us to access property belonging to neighbours or third parties, if necessary. You will indemnify us in respect of all claims arising out of our presence on their property.

(c) You will ensure the environment is safe for us to work in.

(d) If the necessary permits, licences, consents/access are not obtained then you undertake to pay for any losses suffered by us whether indirect or direct as a result of failure to carry out this obligation.

On Behalf of Clean Line Audio Solutions Limited

Signed:

Dated: 21 August 2019

Name: Declan Cunningham (Director)

Signed:

Dated: 21 August 2019

Name: Mat Martin (Director)