

# PAUL HOSE

## Terms and Conditions relating to the sale of goods

Please note that it is essential to our business that our customers are happy with our service. If you have any cause for concern please contact us on 0115 888 0996 so we can resolve the issue.

paulhose.com:

Trading address:

43 Abbey Road, West Bridgford, Nottingham, NG2 5NG

### Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us within the 'Your Account' area of the website.

paulhose.com reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

### Payment

- Payment must be received in full before any goods can be dispatched.
- All Prices are quoted in UK Pounds (£) and include all Taxes & VAT.
- Payment will only be accepted in UK Pounds (£). All payments will be processed in the UK.
- This does not affect your statutory rights.

## **Delivery**

In stock items ordered before 3pm for UK Mainland will be delivered Next Working Day where possible, international deliveries under 30kg may take 3-4 days for delivery but where items are over 31kg or outside size limits delivery may take an extra 3-4 working days. Large and heavy items may incur additional delivery charges.

Responsibility for ownership of the goods passes to the purchaser once we have delivered them.

Unless otherwise advised, delivery will be made by a fully-insured courier service, within normal business hours. A signature at this address will be required.

The charge for delivery will be shown at the final checkout stage before final submission. Unfortunately paulhose.com cannot guarantee delivery times or dates. The delivery charge shown is a standard charge and does not constitute a guarantee of delivery date from the time you have placed an order.

All delivery times and dates are subject to stock availability and backlog.

Unfortunately paulhose.com can in no circumstances therefore compensate for delayed orders.

**DAMAGES/SHORTAGES MUST BE NOTIFIED WITHIN 24 HOURS OF DELIVERY - paulhose.com Ltd CANNOT BE HELD RESPONSIBLE FOR TRANSIT DAMAGE IF REPORTED AFTER 24 HOURS OF DELIVERY.**

This does not affect your statutory rights.

## **Our contract**

When you place an order to purchase a product from paulhose.com, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you (the "Dispatch Confirmation E-mail"). That acceptance will be complete at the time we send the Dispatch Confirmation E-mail to you.

## **Cancellation procedure**

- Custom/bespoke orders and special order items cannot be cancelled.
- You are free to cancel any order before payment has been taken free of charge.
- Cancellation requests must be sent to support@paulhose.com with the order reference number in the subject field header and the word 'cancel'.
- Orders cannot be cancelled where the goods have been altered by the purchaser in any way from the original condition.
- This does not affect your statutory rights.

## **Customer Right To Cancel and Customer Order Cancellation Forms**

### **Customer Contracts Regulations 2014**

Under new consumer regulations, if you purchase your product from us over the phone or online you have the right to cancel the order without any given reason as long as you contact us within 14 days of receiving your complete order. All items must be returned to us in 'as new or showroom' condition meaning they should show no signs of use, wear and tear or damage and retain the original packaging where possible.

Once returned to us we will process a full refund, where delivery has been charged on the original shipment we will refund our standard delivery charge but enhanced or timed delivery charges will not be refunded.

Please note the cost of returning the items to us must be covered by the customer (this does not apply to faulty goods still under warranty) and where goods have been damaged, marked or show signs of excessive testing or use (outside the normal bounds of showroom use) a charge will be made to compensate for the reduction in value. We recommend that when arranging delivery back to us that you make sure your goods are insured to their full value whilst in transit.

PLEASE NOTE - Custom/bespoke or special order items cannot be cancelled.

If you wish to exercise this right please contact us within 14 of receiving your order either by email, by phone or by post.

### **14 Day Money Back Guarantee**

In accordance with the Consumer Rights Directive 2014, most goods can be returned for any reason within 14 days for a refund, including standard delivery cost. Returned goods must be in their original condition and should have their original packaging. We recommend that when arranging delivery back to us that you make sure your goods are insured to their full value whilst in transit.

Please note that this Money Back Guarantee does not apply to software that has been opened (see below) or hardware that includes software as part of the package, where the software component has been opened. Video/Audio content in the form of CDs or DVDs also cannot be returned if the item has been opened.

For Health and Safety reasons some products such as headphones, microphones, earphones, in-ear monitoring products that have been used or where the hygienic seal has been removed or broken cannot be returned unless faulty.

### **Returns and Refunds**

Refunds can only be made by the method originally used to pay for the goods. Credit/debit card refunds will be processed immediately, once we have received the goods back and inspected them. It can take up to, but no longer than 14 days for the funds to show on the customer's account.

**Goods that have been altered from their original condition in any way cannot be returned.**

Goods cannot be returned as faulty where a specific defect in the product was brought to the attention of the customer at the point of sale.

The customer has a duty to take reasonable care of the products while in their possession and during the cancellation period to maintain them in the condition in which they were supplied by paulhose.com. If goods are damaged or use of the goods has gone beyond the right to reasonably inspect and assess the goods, we reserve the right to seek recompense.

The customer has a duty to re-package any returned goods in such away as to avoid any damage to the goods whilst in transit back to paulhose.com (ideally all the original packaging should be used). If the original packaging is not used the goods must be packaged in such a way that provides the same or equal protection as the original packaging. If this duty to pack the returned goods in an appropriate manner is not met paulhose.com reserve the right to return the goods to the customer or to seek recompense.

Faulty Goods: Within 28 days of the date of delivery, faulty goods will be replaced. Outside of 28 days from the date of delivery, faulty goods will be repaired by the manufacturer, under the terms of the manufacturer's warranty. This policy is invalidated if the goods have been altered in any way from their original condition, or if the fault is due to misuse by the purchaser.

Orders for software products or hardware that includes software as part of the package, cannot be refunded once the software has been opened. Video/Audio content in the form of CDs or DVDs cannot be returned if the item has been opened. If further clarification is required on our Returns Policy regarding software and audio/video content, please email: [support@paulhose.com](mailto:support@paulhose.com)

Please note that custom/ bespoke orders are not covered by the Consumer Rights Directive 2014. A non-refundable deposit will be required on placing a custom made or bespoke item on order. After full payment is taken and the item is shipped a refund/exchange or customer credit can only be offered if the item has a manufacturing fault or if transit damage has been reported and confirmed.

This does not affect your statutory rights.

**WEEE Regulations**

The Waste Electrical and Electronic Equipment (WEEE) Directive is now UK law. The legislation aims to make producers pay for the collection, treatment and recovery of waste electrical equipment. The regulations also mean that suppliers of equipment like high street shops and internet retailers must allow consumers to return their waste equipment free of charge.

The amount of WEEE we throw away is increasing by around 5% each year, making it the fastest growing waste stream in the UK.

Much of the UK's WEEE ends up in landfill, where the lead and other toxins it contains can cause soil and water contamination. This can have a harmful effect on natural habitat, wildlife and also human health.

Many electrical items that we throw away can be repaired or recycled. Recycling items helps to save our natural finite resources and also reduces the environmental and health risks associated with sending electrical goods to landfill.

Distributors of new Electric and Electronic Equipment (EEE) have a part to play in reducing the amount of WEEE going into landfill sites.

paulhose.com is obliged under these regulations to offer our customers free take-back of their WEEE on a like-for-like basis when they buy a new Electrical or Electronic product from us.

For example, if a customer bought a new electric guitar from us we would accept their old electric guitar and prevent it going into a landfill site by disposing of it safely. Customers must return their WEEE item to us within 28 days of purchasing their new item.

Under the WEEE Regulations, all new electrical goods should now be marked with the crossed-out wheeled bin symbol.

Goods are marked with this symbol to show that they were produced after 13th August 2005, and should be disposed of separately from normal household waste so that they can be recycled.

For further information concerning WEEE regulations, please visit

- <http://www.vca.gov.uk/enforcement/weee-enforcement.asp> and;
- <http://www.vca.gov.uk/enforcement/weee-advice-to-householders.asp>

#### B-Stock, Ex-Demo & Second Hand Sales

For further information concerning sales of this nature please refer to our FAQ page of the website.