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-OCTOBER 2022-

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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CLAUSE

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Please read all the TERMS AND CONDITIONS, and pay particular attention to the following clauses:

If you are PURCHASING Goods from us, your attention is drawn in particular to clauses 3, 4, 5 & 6 in Section A	If you are PURCHASING Services from us, your attention is drawn in particular to clause 7 in Section A
If you are HIRING goods from us, your attention is drawn in particular to clauses 6 and 7.5 in Section A	If we are INSTALLING goods etc. for you, your attention is drawn in particular to clause 7 in Section A
If we are supplying REPAIR Services, your attention is drawn in particular to clause 7.7 in Section A	<u>If you are a CONSUMER, please read the Consumer Terms in Section B.</u>

SECTION A

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 a.m. to 5.00 p.m. on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

Contract: the contract between the Supplier and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **Change of Control** shall be interpreted accordingly.

Customer: the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: has the meaning given to it in clause 16.

Goods: the goods (or any part of them) set out in the Order (including any Hire Equipment).

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form: written details of the Customer's Order as confirmed by the Supplier and sent to the Customer.

Order: the Customer's order for the supply of Goods and/or Services.

Quotation: the Supplier's quote for the Goods and/or Services.

Services: the services, including the Deliverables and including equipment hire (Equipment Hire), supplied by the Supplier to the Customer as set out in the Order Form.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Audio Feed Ltd registered in England and Wales with company number 04826610

Supplier Materials: has the meaning given in clause 8.1(i).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (Order Form) at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Goods

- 3.1 The Goods are described in the Order Form
- 3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 The Supplier shall deliver the Goods to the location set out in the Order Form or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready; or

With the prior written agreement of the Parties the Customer shall collect the Goods from the Supplier's premises at Unit 5, 502 Wallisdown Road, Bournemouth, Dorset, England, BH11 8PT or such other location as may be agreed with the Customer before delivery (**Delivery Location**) within seven Business Days of the Supplier notifying the Customer that the Goods are ready.

- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to accept delivery or provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the reasonable costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to collect or accept, (as applicable), delivery of the Goods within seven Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.30 am on the seventh Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including reasonable storage charges and insurance).
- 4.6 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not collected the Goods or accepted (as the case may be) actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5. Quality of Goods

- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description and the Goods Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

5.2 be fit for any purpose held out by the Supplier subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.6 The Supplier shall pass the benefit of any manufacturer's warranty to the customer.

6. Title and Risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Where Goods are being sold to the Customer title to the Goods shall not pass to the Customer until:

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.2, the Customer may use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods.

At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.5 Where the Goods are hired to the Customer title to the Goods shall not pass to the Customer at any time.

7. Supply of Services

7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5 Equipment Hire

- (a) Where the Customer hires equipment from the Supplier (Hire Equipment):
- (i) it shall co-operate with the Supplier in all matters relating to the Equipment Hire and/or Services where applicable;
 - (ii) equipment will be delivered to the Customer's address as detailed in the Order Form. Where the Customer is to collect the goods from the Supplier or the Goods are to be delivered to the Customer, such Goods will be delivered or made available for collection in working order and, unless the Supplier is notified to the contrary and in any event no later than within 4 hours of delivery or collection of the said Equipment, such Equipment will be deemed to be in good working order except for defects not detectable by reasonable examination;
 - (iii) while the Supplier will use its best endeavours to supply the Hire Equipment as ordered, the Supplier may need to substitute other Hire Equipment without notice provided that the substituted equipment will still fulfil the same function as the Hire Equipment originally ordered by the Customer. No responsibility to the Customer for damages or other costs or payments of any nature whatsoever will be accepted by the Supplier as a result of equipment substitution described in this clause 7.5(iii);

- (iv) all Hire Equipment must be maintained and used only for the purposes for which it is designed by the Customer in the same working condition and appearance and state of repair as they are at the time of hire and in default of so doing the Customer must pay to the Supplier on demand the cost of putting the same in such condition, appearance and state of repair as aforesaid howsoever any damage may be caused. Where the Supplier is the holder of a Customer deposit, the Supplier reserves the right of set off against those funds in respect of any such damage as aforesaid and to appropriate such deposit accordingly;
- (v) the Customer must not make any alteration to the Equipment and shall not remove any existing component (or components) from the Equipment;
- (vi) the Customer will permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (vii) all Hire Equipment must be returned to the Supplier's operating address by the time stipulated on the Order Form. The Customer will be liable to pay daily hire rates (as published from time to time on the Supplier's website) on any Equipment not returned on time and the Customer hereby indemnifies the Supplier against any loss, claim or damages it may face resulting from the Customer's late return of Equipment;
- (viii) where the Hire Equipment is to be installed and operated by the Supplier the Customer must ensure the safety of the Supplier its staff and agents and the Hire Equipment against all damage when on the Customers premises and when loading off-loading and entering or leaving the Customer's site. Should any damage be suffered by the Equipment or any other equipment the Supplier may be using on site which is not Hire Equipment but is required for the proper execution of the Services supplied by the Supplier to the Customer, the Supplier will be entitled to recover from the Customer the costs of repair of any damaged equipment together with the amount of any other loss suffered by the Supplier as a result of such damage. Where any injury or damage is suffered by the Supplier and/or the Supplier's staff or agents under this clause the Supplier shall be entitled to claim damages from the Customer for such injury or other damage;

- (ix) the Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Customer to comply with the terms of this agreement.

7.6 Installations

- (a) The Supplier shall at the Customer's expense install the Hire Equipment or any other equipment which belongs to the Customer at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Hire Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Hire Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- (b) Where any Goods supplied by the supplier are installed by the Customer or by anyone other than the Supplier, the Supplier accepts no liability arising from such installation.
- (c) The Supplier accepts no liability for loss or damage as a result of the Customers wrongful use of the Hire equipment.

7.7 Repairs

- (a) Quotes provided the Quotation by the Supplier shall be inclusive of any call out and labour charges. Quotes for any additional parts required shall be provided separately.
- (b) The Customer shall be responsible for any Equipment which is in transit to the Supplier. The Supplier shall not be responsible for any damage or loss suffered by the Equipment whilst in transit.
- (c) The Customer agrees to collect the Equipment within 14 working days of the request by the Supplier.

- (d) If the Equipment is not collected within 14 working days of the Supplier's request to do so, the Supplier may dispose of or sell the Equipment after providing the Customer with the written notice of intention to do so. If the Equipment is sold, any excess remaining after the costs of repair and selling have been paid off, shall be paid to the Customer.

7.8 Equipment Maintenance

- (a) The Supplier shall provide a maintenance service of the Equipment as set out in the Order Form.

8. Customer's Obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Quotation and any information it provides in both the Service Specification and the Goods Specification are complete and accurate;
- (b) prior to commencement of any contract with the Supplier, provide Company and/or business credentials satisfactory to the Supplier's identification and verification protocols;
- (c) co-operate with the Supplier in all matters relating to the Services;
- (d) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (e) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) prepare the Customer's premises for the supply of the Services;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- (h) comply with all applicable laws, including environmental and health and safety laws;
- (i) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

- (j) comply with any additional obligations as set out in the Order Form; and
- (k) comply with the Suppliers insurance requirements which include but are not limited to the installation of 5 lever mortice deadlocks on all external doors to the premises and to observe all other reasonable security arrangements and practices appropriate for the Customer's business.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and Payment

9.1 The price for Goods:

- (a) shall be the price set out in the Order Form or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in its current price list available on the Company's website at the date of the Contract which said daily fee rates are subject to change by the Supplier;
- (b) the Supplier's daily fee rates for each individual person are available on the Supplier's website calculated on the basis of an eight-hour day from 9.30 am to 5.30 pm worked on Business Days;

- (c) the Supplier shall be entitled to charge an additional overtime rate of 50% of the daily fee rate on a pro rata basis;
 - (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials; and
 - (e) the Supplier shall be entitled to charge reasonable cleaning fees where equipment is returned in an unclean condition (whether from mud, dust or otherwise).
- 9.3 The Customer shall pay a deposit as detailed in the Order Form, at least one week in advance of the commencement of the Contract. In the case of Equipment Hire the remainder of the full Hire Charge must be paid before the Hire Date or before the commencement of Hire. The Deposit less the Charge for Hire and any Other Charges (where applicable) will be refunded to the Customer when the Goods have been returned to the Supplier in the same condition as when hired to the Customer.
- 9.4 The Supplier reserves the right to charge the Customer an administration fee for preparation of the contract as set out in the Order Form.
- 9.5 The following percentages of the Hire Charge will be refunded to the Customer upon cancellation of the Hire;
- (a) Cancellation within 30 days of the Collection/Delivery Date 100%
 - (b) Cancellation within 14 days of the Collection/Delivery Date 50%
 - (c) Cancellation within 7 days of the Collection/Delivery Date 25%
- 9.6 The Supplier reserves the right to:
- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

- (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.7 In respect of Goods, the Supplier shall invoice the Customer before or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.
- 9.8 The Customer shall pay each invoice submitted by the Supplier:
 - (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier and time for payment shall be of the essence of the Contract.
- 9.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.10 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.10 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 9.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by

the Customer) for the purpose of receiving and using the Services and the Deliverables.

- 10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.
- 10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

11. Data Protection

- 11.1 The following definitions apply in this clause 11:
- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
 - (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 11.4 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11.6 The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under the Contract.

11.7 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

12. Confidentiality

12.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, for so long as such information remains confidential or except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Limitation of Liability

13.1 The Supplier has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims not exceeding of the price for the Goods (as stated on the Order Form) per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

13.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) defective products under the Consumer Protection Act 1987.

13.5 Subject to clause 13.3 and clause 13.4, the Supplier's total liability to the Customer shall not exceed the total charges. In clause 13.5 the total charges means all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Customer.

13.6 The caps on the Supplier's liability under clause 13.7 shall not be reduced by amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

13.7 This clause sets out specific heads of excluded loss and exceptions from them:

- (a) Subject to clause 13.3 and clause 13.4, clause 13.7(c) identifies the kinds of loss that are not excluded. Subject to that, clause 13.7(b) excludes specified types of loss.
- (b) The following types of loss are wholly excluded:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- (c) The following types of loss and specific loss are not excluded:
 - (i) sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract;
 - (ii) wasted expenditure;
 - (iii) additional costs of procuring and implementing replacements for, or alternatives to, Goods or Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
 - (iv) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

13.8 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.9 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of Control of the Customer.

14.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of Termination

15.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

17. General

17.1 Assignment and other dealings

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

17.2 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):
Supplier: ***accounts@audio-feed.com***
Customer: at the email address detailed in the Order Form
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 Waiver

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties,

constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.7 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SECTION B **(Consumer Terms)**

1. These terms may have changed since you last reviewed them

- a. For a list of changes and when they were made, see <https://www.audio-feed.co.uk/ts-cs>

2. Where to find information about us and our products

- a. You can find everything you need to know about us, Audio Feed Ltd, and our products on our website, or from our sales staff before you order. We also confirm the key information to you in writing after you order, either by email, or on paper in our quotation.

3. When you buy from us you are agreeing that:

- a. We only accept orders when we've checked them.
- b. Sometimes we reject orders.
- c. We charge you when we accept your order.
- d. We charge interest on late payments.
- e. We pass on increases in VAT.
- f. We're not responsible for delays outside our control.
- g. Products can vary slightly from their pictures.
- h. You're responsible for making sure your measurements are accurate.
- i. We charge you if you don't give us information we need or do preparatory work as agreed with us.
- j. If you bought online, or over the telephone, you have a legal right to change your mind
- k. You can end an on-going contract (find out how).
- l. You have rights if there is something wrong with your product.
- m. We can change products and these terms.
- n. We can suspend supply (and you have rights if we do).
- o. We can withdraw products.
- p. We can end our contract with you.
- q. We don't compensate you for all losses caused by us or our products.
- r. We use your personal data as set out in our Privacy Notice.
- s. You have several options for resolving disputes with us.
- t. Other important terms apply to our contract.

4. We only accept orders when we have checked them

- a. We contact you to confirm we've received your order, we will then send you a Quotation and then we contact you again to confirm we've accepted your order by sending you an Order Form.

5. Sometimes we reject orders

- a. Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because we can't verify your age (where the product is age-restricted), because you are located outside the UK or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

6. We charge you when we accept your order

- a. However, for some products we take payment at regular intervals, as explained to you during the order process. If your product is goods (rather than digital content or services), you will own it once we have received payment in full.

7. We charge interest on late payments

- a. If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

8. We pass on increases in VAT

- a. If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

9. We're not responsible for delays outside our control

- a. If our supply of your product is delayed by an event outside our control, such as pandemics, industrial action supply chain issues, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team at: [**info@audio-feed.com**](mailto:info@audio-feed.com) or telephone number **01202 8050040** to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.

10. Products can vary slightly from their pictures

- a. A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Where our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website can be out by up to 2%.

11. You're responsible for making sure your measurements are accurate

- a. If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. Find information and tips on how to measure on our website or contact our Customer Service Team at info@audio-feed.com.

12. We charge you if you don't give us information we need or do preparatory work as agreed with us

- a. We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery (or you fail to keep a collection time stipulated by you for the collection of equipment from your premises), installation, or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, or reschedule services.

13. If you bought online, or over the telephone, you have a legal right to change your mind

- a. **Your legal right to change your mind.** For most of our products bought online, or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

14. When you can't change your mind.

- a. **You can't change your mind about an order for:**
 - i. digital products, after you have started to download or stream these;
 - ii. services, once these have been completed;
 - iii. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

- iv. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;
- v. goods that are made to your specifications or are clearly personalised; and
- vi. goods which become mixed inseparably with other items after their delivery.

b. The deadline for changing your mind. If you change your mind about a product, you must let us know/inform us no later than 14 days after:

- i. the day we deliver your product, if it is **goods**, for example sound equipment. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.
- ii. the day we confirm we have accepted your order, if it is for a **service**, for example equipment hire, repair services.
- iii. the day we confirm we have accepted your order, if it is for **digital content for download or streaming** (for example, event live feeds or software), although you can't change your mind about digital content once we have started providing it.

c. How to let us know. To let us know you want to change your mind, contact at: **info@audio-feed.com**.

d. You have to return the product at your own cost. If your product is goods, for example, a sound equipment, you have to return it to us within 14 days of your telling us you have changed your mind. Returns are at your own cost, unless we offered free returns when you bought the goods. You can:

- i. bring the product to our store or contact our Customer Service Team on **01202 805040**: or at **info@audio-feed.com**. You will need your email receipt and the card you paid with.
- ii. send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods which can't be posted, or contact our office at:

info@audio-feed.com or telephone **01202 805040** to speak to a member of our team.

- e. **We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.
- f. **You have to pay for services you received before you change your mind.** If you bought a service (such as event live feeds or software) we don't refund you for the time you were receiving it before you told us you'd changed your mind.
- g. **We reduce your refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. You can contact our Customer Service Team on: **info@audio-feed.com** or telephone **01202 805040** to speak to a member of our team who can advise you on whether we're likely to reduce your refund.
- h. **When and how we refund you.** If your product is a service, digital content or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

15. You can end an on-going contract (find out how)

- a. We tell you when and how you can end an on-going contract with us (for example, for regular services or a subscription to digital content or goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team on: **info@audio-feed.com** or telephone **01202 805040** to speak to a member of our team

16. You have rights if there is something wrong with your product

- a. If you think there is something wrong with your product, you must either bring it into our store or contact our Customer Service Team on: **info@audio-feed.com** or telephone **01202 805040** to speak to a member of our team. We

honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that *You have several options for resolving disputes with us.*

Summary of your key legal rights

If your product is **goods**, for example equipment hire, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, for example live feeds or software, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

If your digital content is faulty, you're entitled to a repair or a replacement.

If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your product is **services**, for example repair services and installation services, 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 a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

17. We can change products and these terms

a. Changes we can always make. We can always change a product:

- i. to reflect changes in relevant laws and regulatory requirements for example an increase in VAT or a change in regulations relating to electrical goods;
- ii. to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product; and
- iii. to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

b. Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team on: info@audio-feed.com or telephone **01202 805040** to speak to a member of our team to end the contract before the change takes effect and receive a refund for any products you've paid for in advance, but not received.

18. We can suspend supply (and you have rights if we do)

a. We can suspend the supply of a product. We do this to:

- i. deal with technical problems or make minor technical changes;
- ii. update the product to reflect changes in relevant laws and regulatory requirements; or
- iii. make changes to the product (see [We can change products and these terms](#)).

19. We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than one calendar in any 12-month period we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than one calendar month, you can contact our Customer Service Team on: info@audio-feed.com or telephone **01202 805040** to speak to a member of our team to end the

contract and we'll refund any sums you've paid in advance for products you won't receive.

20. We can withdraw products

- a. We can stop providing a product, such as an ongoing service or a subscription for digital content or goods. We let you know at least 7 days in advance and we refund any sums you've paid in advance for products which won't be provided.

21. We can end our contract with you

- a. We can end our contract with you for a product and claim any compensation due to us if:
 - i. you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
 - ii. you, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, building dimensions;
 - iii. you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us. If you have said you will collect a product but you don't do this within 7 days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price, see (If you bought online, or over the telephone), you have a legal right to change your mind.

22. We don't compensate you for all losses caused by us or our products

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- a. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- b. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- c. **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following

our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

- d. **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

23. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: <https://www.audio-feed.co.uk/ts-cs>

24. You have several options for resolving disputes with us

- a. **Our complaints policy.** Contact our office at: info@audio-feed.com or telephone **01202 805040** to speak to a member of our team who will do their best to resolve any problems you have with us or our products as per our Complaints policy: [LINK TO <https://www.audio-feed.co.uk/ts-cs> OR WEBSITE ADDRESS FOR IT OR INFORMATION ABOUT WHERE TO ACCESS IT].
- b. **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

25. Other important terms apply to our contract

- a. **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team on: info@audio-feed.com or telephone **01202 805040** to speak to a member of our team to end the contract within 7 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.
- b. **You can only transfer your contract with us to someone else if we agree to this.** We may not agree if the person or persons to whom you want us to transfer your contract to is in conflict with us on another transaction or is a person with whom we would not ordinarily conduct business.
- c. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

- d. If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

- e. Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.