

# Terms and Conditions of Sale

**PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE**

## **1. Format of the Contract**

**1.1** These terms of sale apply to all goods supplied by **John Henry's Ltd**, whose registered office is 65 New Cavendish Street, London W1G 7LS. The Company is registered in England and Wales No. 2052002

**1.2** Any order placed by you for goods advertised on our website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion).

**1.3** We will send you an order acknowledgement shortly after you place your order, notifying you that we have received your order. This acknowledgement is not notification that we have accepted your order.

**1.4** If we accept your order, we will notify you by email that we have accepted it prior to dispatch of the goods. If we cannot accept your order (for example (but without limitation) because the goods are found to be unavailable) we will notify you by telephone or email.

**1.5** In the event that, after we accept your order, we discover that the goods ordered are unavailable or that there was a pricing error on our website in respect of the goods ordered, we reserve the right not to supply the goods ordered and to offer you a refund or alternative goods in accordance with conditions 2.2 to 2.4 below.

**1.6** The contract is subject to your right of cancellation (see condition 6 below).

**1.7** We have the right to terminate the contract if the price of the goods is not received from you in cleared funds (in accordance with condition 3.1).

**1.8** We may change these terms of sale without notice to you in relation to future sales.

## **2. Description and price of the goods**

**2.1** The description and price of the goods you order will be as shown on our website at the time you place your order.

**2.2** If after acceptance of your order we discover within 14 days of such acceptance that all of the goods are unavailable, we may terminate the contract and refund or re-credit you within 7 working days for any sum that has been paid by you or debited from your credit card for those goods. In these circumstances, we will inform you as soon as possible.

**2.3** If within 7 working days of our acceptance of your order we discover that some but not all of the goods are unavailable, we will no longer supply those unavailable goods. In these circumstances we will contact you detailing the goods that are unavailable and offer you the option of cancelling the whole order or amending your order to substitute the unavailable items with alternative goods. If you have not cancelled the order within 7 working days of receipt of such notice, we will deliver the available goods in accordance with condition 4 below. We will refund or re-credit you for any sum that has been paid by you or debited from your credit card in respect of the unavailable goods or cancelled order (if you have cancelled it).

**2.4** Every effort is made to ensure that prices shown on our website are accurate at the time you place your order. If within 14 days of accepting your order a pricing error is found in respect of any or all of the goods you have ordered, we will notify you as soon as possible detailing the miss-priced goods and offering you the option of:

**2.4.1** placing a new order at the correct price for those goods;

**2.4.2** cancelling the whole of your order; or

**2.4.3** cancelling your order for the mispriced goods and reconfirming your order for the correctly priced goods.

If, within 14 days of receipt of our notice to you, you have not responded by selecting one of the available options at conditions 2.4.1 to 2.4.3 above then:

(a) if all of the goods you have ordered are found to be mispriced, the entire order will be cancelled automatically and we will refund or re-credit you for any sum you have paid for those goods; or

(b) if only some of the goods you have ordered are found to be mispriced, our contract with you continues and we will deliver the correctly priced goods but we will not be obliged to supply you with the mispriced goods. In these circumstances we will refund or re-credit you for any sum you have paid for the mispriced goods.

**2.5** To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been mispriced and you subsequently order such goods at the correct price, these terms of sale shall apply to the order and the supply of the relevant goods, whether the order is placed through our website or otherwise.

**2.6** In addition to the price, you may be required to pay a delivery charge for the goods, details of which are clearly displayed on our website at the point that you place your order.

### **3. Payment**

**3.1** Payment for the goods and delivery charges can be made by any method shown on our website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle us to terminate the contract immediately.

**3.2** There will be no delivery until cleared funds are received.

**3.3** Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid us to you.

### **4. Delivery**

**4.1** The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the United Kingdom.

**4.2** Orders placed before 3.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

**4.3** If delivery cannot be made to your address for reasons under our control we will inform you as soon as possible.

**4.4** If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under our control) then without prejudice to any other right or remedy available to us, we may:

**4.4.1** store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

**4.4.2** sell the goods at the best readily obtainable price and either (a), where you have not already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods or (b), where you have already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

**4.5** If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations we shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods to us. Should you fail to return the goods, we reserve the right to deduct any direct costs incurred by us in

retrieving the goods as a result of such failure.

**4.6** Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, we will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, we will inform you of any delay as soon as possible and will give you the option of cancelling your order at this point.

**4.7** Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

## **5 Risk/Title**

**5.1** The goods are at your risk from the time of delivery.

**5.2** Ownership of the goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to it in respect of:

**5.2.1** the goods, and

**5.2.2** all other sums which are or which become due to us from you on any account.

**5.3** We shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from us.

## **6. Your right of cancellation**

**6.1** You have the right to cancel the contract at any time up to 7 working days.

**6.2** To exercise your right of cancellation, you must give written notice to us by hand, post or email, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

**6.3** Except in the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to us at your own cost. The goods must be returned to the address shown within the returns section of our website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or misdescribed goods we shall, after receiving notification in accordance with condition 7.4, 7.5 or 7.6, either collect the goods from you or ask you to return the goods to us in accordance with our Returns procedure (see condition 1 below).

**6.4** Once you have notified us that you are cancelling the contract, we will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.

**6.5** Except in the case of faulty or misdescribed goods, if you do not return the goods as required, we may charge you a sum not exceeding the direct costs of recovering the goods.

**6.6** You do not have the right to cancel the contract if the order is for the following items:

**6.6.1** all microphones, any in-ear earphones, or in-ear monitors, and any other items that touch your mouth, your nose, or your inner ear;

**6.6.2** bespoke orders and products that require fixed installation;

**6.6.3** software, media, sample CD's and any other copyrighted goods which has been unsealed by you, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods;

**6.6.4** hardware and software bundled products where the software has been registered.

## **7. Warranty**

**7.1** All new goods supplied by us are warranted free from defects for 12 months from

the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer. If new goods develop a defect during the 12 month warranty period, you should follow our returns procedure (see condition 11 below). In the event of a valid claim for a defect in the new goods, where clauses 7.4 or 7.5 do not apply, we will (at our option) either:

**7.1.1** replace those goods, if we have available the same goods at the same price;

**7.1.2** repair those goods; or

**7.1.3** refund or re-credit you the sum you have paid for the relevant goods within 30 days of the date that the relevant goods are returned in accordance with our returns procedure (see condition 11 below).

**7.2** Wherever possible, previously used or owned goods ("Used Goods") will be highlighted as being so used on our website at the time you place your order. All Used Goods supplied by us are warranted free from defects for 90 days from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer. If Used Goods develop a defect during the 90 day warranty period, you should follow our returns procedure (see condition 11 below). In the event of a valid claim for a defect in the Used Goods, we will (at our option) either:

**7.2.1** replace those Used Good(s), if we have available the same Used Goods(s) at the same price;

**7.2.2** repair the Used Good(s); or

**7.2.3** refund or re-credit you the sum you have paid for the relevant Used Good(s) within 30 days of the date that the relevant Used Good(s) are returned in accordance with our returns procedure (see condition 11 below).

**7.3** The warranties in conditions 7.1 and 7.2 above do not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than in accordance with its intended use, failure to follow the manufacturer's instructions, or any alteration or repair carried out without our prior written approval.

**7.4** If the goods supplied to you are damaged in transit, you should notify us in writing via email within 7 working days of receipt of the goods and return the goods to us in accordance with our returns policy (see condition 11 below). Once we have verified the fault, we will issue you with (at your discretion) a replacement or full refund via your original payment method and reimburse your reasonable return carriage costs. This does not affect your rights under clauses 7.1, 7.2 and 7.5.

**7.5** If the goods supplied to you are faulty or incomplete on arrival (whether or not they were damaged in transit), you must notify us within 7 working days of receipt of the goods and return the goods to us in accordance with our returns policy (see condition 11 below). Once we have verified the fault, we will issue you with (at your discretion) a replacement or full refund via your original payment method and reimburse your reasonable return carriage costs. This does not affect your rights under clauses 7.1 and 7.2.

**7.6** If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify us in writing via email, as soon as possible, but in any event within 14 days of the date you discovered or ought to have discovered the damage, defect or complaint.

**7.7** If there is a discrepancy with the goods supplied to you, you should notify us in writing via email within 14 days of receipt of the goods.

## **8. Limitation of Liability**

**8.1** Subject to 8.2 below, we shall not be liable to you for any loss or damage in circumstances where:

**8.1.1** there is no breach of a legal duty owed to you by us or by our employees or agents;

**8.1.2** such loss or damage is not a reasonably foreseeable result of any such breach;

**8.1.3** any increase in loss or damage resulting from breach by you of any term of this contract.

**8.2** Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

## **9. Data Protection**

We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we will not be liable for unauthorised access to information supplied by you.

## **10. Images**

Product images are for illustrative purposes only and may differ from the actual product.

## **11. Returns**

**11.1** For all details of our returns policy and procedures please contact the Pro Shop on 0207 609 9181

**11.2** In particular, please note that any items returned to us that you claim to be faulty or incomplete are checked and verified by our technicians. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs via your original payment method. In the event that your credit card has expired, or is declined we will hold the item(s) until full payment has been made for the return carriage.

**11.3** Any items that you return to us are at your own risk, therefore we strongly advise all our customers to take reasonable care when returning any items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier.

## **12. Governing Law and Jurisdiction**

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.