
Terms and Conditions of Sale of Products

Please read these terms and conditions carefully. They contain very important information about your rights and obligations, as well as warranty and liability limitations that may apply to you. By placing an order for Products, you ("Customer") accept and agree to these terms and conditions. A binding contract will only be formed upon Angle Audio giving notice of its formal acceptance of an order. Acknowledgment of receipt of an order shall not constitute acceptance of an order.

1. Parties and Definitions

Angle Audio is the seller of Products and/or the supplier of Services for the purposes of Customer's rights and concerns relating to Products and/or Services.

In these terms and conditions Angle Audio Limited is referred to as "**Angle Audio**", "**we**" or "**us**"; "**Customer**" or "**you**" refers to the person (a natural person or other legal entity) who orders Products or Services via this or other Angle Audio websites or an Angle Audio telephone order line, and whose order for Products or Services is accepted by Angle Audio; "**Contract**" is the contract containing these terms and conditions, formed by Angle Audio's acceptance of your order, and credit card or other payment method details; "**Invoice**" is the invoice issued by us to you for the price of the Products and/or Services; "**Order**" means an order placed by you in accordance with these Terms; "**Order Acknowledgement**" is Angle Audio's acknowledgement of receipt of your order, by e-mail or other medium (including telephone) to you indicating acceptance of your order; "**Products**" are the products listed as items for sale on Angle Audio websites; "Custom Products" are any products with specific features or functions added or deleted for a Customer. "**Services**" are any, chargeable or free, services available from Angle Audio through Angle Audio websites and telephone order lines, for example, delivery or packaging services; "**Terms**" are these terms and conditions of sale; "**Angle Audio websites**" are the websites operated by or on behalf of Angle Audio and "**day**" refers to a calendar day.

2. General – Application of Terms and Conditions

Your purchase of Products or Services, whether through an Angle Audio website is subject to these Terms and no other terms or conditions shall apply. These Terms override any other terms or conditions referred to by Customer or in any course of dealing.

3. Placing your Order – Order Acknowledgement, Order Confirmation

By placing an Order, you make an offer to us to purchase the Products and/or Services you have selected on these Terms. We may or may not accept your offer at our discretion. Any Contract is dependant and conditional upon Angle Audio's verification of availability and confirmation of both your Order and your payment details. If we accept your Order, we will notify you of our acceptance by issuing an Order Confirmation. Generally, Angle Audio has 14 days as of the receipt of your placed Order for such verification and confirmation. As long as Angle Audio has not confirmed both of the above mentioned points, Angle Audio is not obliged to provide Products and/or Services.

Angle Audio may in its sole discretion accept or reject orders, or advise you of its inability to process orders.

Information contained in our advertising, brochures, other written materials, on the Angle Audio websites or given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any Products and/or Services.

You may place an Order by:

- Filling in the order form on the Angle Audio website and clicking on the appropriate submission button or emailing an order directly to Angle Audio;

When you place your Order, Angle Audio will send you an Order Acknowledgement by e-mail. Such Order Acknowledgement may be automatically generated and shall not constitute an acceptance of the Order. You should ensure that the information you submit in your order is accurate and complete.

We will send your Order Confirmation to you by e-mail. If we cannot accept your Order we will contact you by email or telephone.

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We maintain records of Orders and we retain these for a reasonable period following delivery. We recommend that you retain a printed copy of these Terms with a copy and/or note of your order.

4. Your status

By placing an Order through the Website or via email, you warrant that:

1. You are legally capable of entering into binding contracts
2. You are at least 18 years old

5. Product information and availability changes

Angle Audio continually updates and revises Products and Services. Angle Audio may update, revise and/or discontinue products at any time. Angle Audio may revise prices for Products or Services listed as available items on Angle Audio websites at any time. A price remains valid only for the duration of the day on which Customer visits the page of the Angle Audio website displaying that price or the day on which Customer is informed of the price by Angle Audio (through an email or otherwise). Angle Audio displays current Products at www.angleaudio.co.uk

Angle Audio endeavours to maintain Product and Service availability. However, Product and Service availability constantly changes and different Products and Product groups or Services may have different availabilities. All acceptances of Orders are subject to availability of the relevant Product(s) or Services. Angle Audio reserves the right to prioritise orders and to allocate limited stock between orders as it deems fit.

Any weights and measurements stated on Angle Audio websites are approximate.

6. Price

The prices of Products or Services are those which apply at the time of Customer's Order.

Shipping or handling costs, transport insurance, VAT (or other revenue tax), duty and other taxes, levies or charges of any authorities, unless otherwise specified, or otherwise required by applicable law may be charged in addition to the applicable Product price and will be indicated to you prior to placing the Order on the Angle Audio website or communicated to you in the Invoice sent to you by e-mail.

7. Manner of Payment

Angle Audio accepts payment by PayPal and bank transfer. Other payment methods (e.g. cheque etc.) will be subject to Angle Audio's prior agreement through email or otherwise.

8. Terms of Payment

Customer must tender payment on or before the delivery of Products or Services unless otherwise agreed with Angle Audio. Invoicing and payment collection by Angle Audio may be effected through third parties.

9. Your Information

You are solely responsible for 1) providing true, accurate, current and complete information about you as requested by Angle Audio.

10. Delivery

We offer free delivery to all mainland UK addresses (including Northern Ireland) and the following islands: Isle of Sky, Isle of Sheppey, Anglesey, the Isle of Wight, and the Isle of Man.

Delivery outside of the UK is charged at a flat rate.

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We aim to dispatch your purchase within 5-7 working days from payment date, although Custom Product assembly/dispatch times may vary.

Please allow longer for extended Bank Holiday periods such as Christmas and Easter.

Angle Audio will use its discretion in selecting a reputable carrier and appropriate means of delivery. Angle Audio may deliver Products or Services by instalments in any sequence as far as they are reasonable for the Customer. Where Products or Services are delivered by instalments, each instalment is deemed to be the subject of a separate Contract. No default or failure by Angle Audio in respect of one or more instalments will affect the Contract in respect of Products or Services previously delivered, or undelivered Products or Services.

11. Delivery Date

Angle Audio aims to deliver promptly. However, there may be reasons for Angle Audio's inability to ship according to its target dates (most of which are beyond Angle Audio's control). Accordingly, any dates given by Angle Audio for the delivery of Products or rendering of Services are estimates only, and Angle Audio cannot and does not undertake that delivery will occur on any specified dates, except in the event such delivery dates have been explicitly confirmed by Angle Audio as binding.

You have the option of cancelling your Order at any stage prior to dispatch of your Products by Angle Audio, however Custom Products may incur a cost for any customisation that has been commenced prior to the cancellation.

If Products cannot be delivered or Services rendered by any estimated or target dates given by Angle Audio, Angle Audio may elect to cancel the order and refund any money paid by the Customer. If the delay of delivery is not due to gross negligence or intent on Angle Audio's side, Angle Audio is solely liable to refund any money paid by the Customer to Angle Audio; right for damages based on delay in such an event is excluded.

12. Your Right to Return and Returns Policy

You may return purchased Products for any reason for a full refund of the Product purchase price actually paid within 14 days following the date you receive the Products, subject to compliance with the following:

- You must obtain agreement from Angle Audio for the return, please contact us by email or via the www site for this.
- Your Angle Audio invoice must be enclosed with the returned Products. Products must be returned in the original packaging, in "as new condition", and with all component products, parts, accessories, manuals and other documents and items.

If you return Products (1) which have been damaged or used, (2) after the 14 days returns period (or other longer period specified by applicable law), (3) parts of which, including components, included products, accessories, packaging, boxes, documents and/or other items are damaged or missing, or (4) without pre-paid delivery, Angle Audio retains the right either to refuse to refund Product purchase price (subject to applicable local law), or to charge you repair, restocking or related fees and delivery charges. Angle Audio may in that case deduct those fees and charges from any payments to be refunded to you.

On return of Products, Angle Audio will, subject to the above limitations, repay the actual amount paid to Angle Audio, less any fees and charges due to Angle Audio (as per the above).

You may cancel purchased Services for any reason for a full refund of the Services purchase price actually paid within 7 working days following the date of the acceptance of your Order, unless the Services were delivered prior to the end of the 7-days term with your consent.

On cancelling Services, Angle Audio will, subject to the above qualifications, repay the actual amount paid to Angle Audio, less any fees and charges due to Angle Audio (as per the above).

13. Exceptions to right to return

The right of return does not apply if you do not purchase Products or Services as a consumer. Further, you may not return a Product and claim a refund if the Product concerned is a Custom Product, such as an engraving or other means of customisation made in accordance with your specifications.

14. Defective Products

As a consumer, you have certain statutory rights regarding the return of defective Products. These Terms shall not affect your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

15. Product Guarantees

16.1 Statutory Warranty

In the event your Product requires servicing, You can make usage of your legal rights falling under the consumer protection rights for sales of consumer products, Subject to the qualification with respect to statutory rights (above) Angle Audio gives no guarantees with respect to Products or Services, additional to those in the guarantee information included with the Products.

16.2 Commercial guarantee - Typical Guarantee terms and exceptions

Angle Audio may provide its own guarantee as detailed in the guarantee information enclosed with the Product. In the Guarantee information included with Products, Angle Audio gives certain service undertakings concerning the Products. For further information, please refer to the Angle Audio guarantee information.

Batteries (rechargeable or not) supplied with units are classed as perishable items and as such Angle Audio does not provide a guarantee in respect of them.

17. Liability limitation

These Terms set out the full extent of Angle Audio's obligations and liabilities in respect of the supply of, or failure to supply, Products or Services. Angle Audio is not liable to you (or any other parties):

1. for any indirect, incidental, consequential, punitive or exemplary damages, or for loss of income, profits, bargain, revenue, contracts, goodwill, use, enjoyment, time, data, electronically transmitted orders or other economic advantage (but not to the extent that applicable law prohibits liability exclusions or limitations for intentional torts, gross negligence, damages arising out of product liability or other fault bases), except in the event of damages that result from Angle Audio's gross negligence or intent as well as in the event of health dangers, life dangers and bodily injuries. The liability according to the product liability law remains unaffected.
2. inability to order Products or Services via a Angle Audio website or other media..

18. Data Protection and Privacy

18.1 General – data collection

By submitting orders:

- you consent to the processing of data personal to you, such as your name and title, address, telephone number, contact details and other personal details.
- you acknowledge that the processing of your Personal Data is necessary for the performance of the Contract and you consent to such processing.

18.2 Disclosure to others

Angle Audio will not disclose Personal Data to any third party entities and persons except where required to fulfil your order.

18.3 Use of Cookies

Please note that certain Angle Audio websites may employ cookies (small pieces of data placed on your hard disk drive when you access a website or a certain part of a website) in order to learn more about your browsing habits on such websites and/or to personalise your visit to the website. By accessing Angle Audio websites you agree to this use of cookies.

19. Changes to Terms and Angle Audio websites

Angle Audio may amend these Terms, including payment and warranty terms, without notice. Angle Audio may provide notices of changes to Angle Audio websites, the Terms and other matters by displaying notices or hypertext links to notices or by simply making the changes on the relevant Angle Audio website. Frequent review of Angle Audio websites and these Terms is recommended. However, Contracts concluded on the basis of previous terms and conditions remain unaffected and Terms, including Product prices are such which apply at the time of Customer's Order placement.

Although care is taken to ensure the accuracy of the information on Angle Audio websites, they could include inaccuracies or typographical errors, including pricing errors. Angle Audio shall not be obliged to honour, nor be liable in respect of, such errors, except for errors concerning characteristics and nature of the Product/Service (i.e. incorrect product specification) in which case at our discretion, we may offer you with Products or Services which fulfil or are close to the initially described Product specification (if any). Angle Audio and third party suppliers may make improvements and/or changes in Products, Services, service programs, prices and other details described in Angle Audio websites, at any time. Changes are periodically made to update Angle Audio websites.

20. Notices

1. When using the Website you accept that communication with us will be mainly electronic. We will usually contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication.
2. All notices given by you to us must be given to Angle Audio at support@angleaudio.co.uk. We may give notice to you at either the email address or postal address you provide to us when placing an Order. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, which such email was sent to the specified email address of the addressee.

21. Governing Law, Jurisdiction

The sale of Products and/or Services and these Terms shall be governed by and construed under the laws of England. For all disputes, Customers submit to the exclusive jurisdiction of the Courts of England. However, if you are a consumer, this does not affect your statutory rights.

22. Other – general

22.1 No waiver

No omission or delay on the part of any party to insist on strict performance of any Terms, or in exercising any right, power or remedy under these Terms, shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power or remedy preclude the further or other exercise thereof or the exercise of any other right, power or remedy. Without limitation, no waiver by any party of any breach of any provision of these Terms shall be a waiver of any subsequent breach of that or any other Term.

22.2 Circumstances beyond our reasonable control

We will make every effort to perform our obligations under these Terms. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control such as strikes, terrorist acts, war, supplier/transport issues, governmental or regulatory action and natural disasters. In the event of a delay, we will perform our obligations as soon as reasonably possible.

22.3 Severability

If all or any part of one or more of these Terms is or becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation or found to be illegal or unenforceable in whole or in part under any applicable law, or regulation of any jurisdiction or country, or with respect to a certain category of persons, such provision or part shall to that extent, be deemed not to form part of the Contract. The legality, validity or enforceability of the remainder of these Terms or the remaining parts of the relevant Term shall not in any way be affected or impaired thereby (in relation to such jurisdiction or country, or category of persons). The legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction or country or category of persons, shall not in any way be affected or impaired.

22.4. Statutory rights

These Terms do not affect (and should not be read to affect) your statutory rights which cannot be waived or limited.