

CLEMENT PIANOS TERMS AND CONDITIONS OF SALE

ABOUT THESE TERMS

1. **What these terms cover.** These are the terms and conditions on which we supply products to you.
2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you refuse to accept these terms, you will not be able to order any products from Clement Pianos. If you think that there is a mistake in these terms, please contact us to discuss.
3. **Language.** These terms, and any contract between us, are only in the English language.
4. ***YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING YOUR RIGHT TO END THE CONTRACT (CLAUSES 7 AND 8) AND OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU (CLAUSE 12).***

2. INFORMATION ABOUT US AND HOW TO CONTACT US

1. **Who we are.** Clement Pianos Limited. Our UK company number is 6388406. Our registered office and main trading address are at Clement House, 221 Lenton Boulevard, Nottingham. NG7 2BY. Our VAT number is GB 746 1577 14.
2. **How to contact us.** To contact us, please see the [Contact Us](#) section of the Website for our contact details.
3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
4. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and refund any payments made by you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4. OUR PRODUCTS

1. **Products may vary slightly from their pictures.** The images of the products on the Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device’s display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
2. **Product packaging may vary.** The packaging of the product may vary from that shown on the images on the Website.

5. OUR RIGHTS TO MAKE CHANGES TO THE PRODUCTS

1. **Changes to the products.** We may change the product:
 1. to reflect changes in relevant laws and regulatory requirements; and
 2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6. PROVIDING THE PRODUCTS

1. **Delivery costs.** Delivery charges may be payable on your order. You will be notified about the cost of delivery at the time of placing your order with us. Any delivery charges will be itemised accordingly. For further details please refer to our [Delivery and Returns Policy](#).
2. **When we will provide the products.** We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we send you the order confirmation email (unless we agree a longer period of time with you).
3. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. An “**event outside our control**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
4. **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 10:00-17:00 on weekdays, 10:00 – 17:00 on Saturdays. Collections are not possible on Sundays or U.K. Bank Holidays.
5. **When you become responsible for the product.** Delivery will be completed when we deliver the products to the address you gave us or you or a carrier organised by you collect them from us. When paying by credit or debit card, we will only deliver to an address already registered with your card issuer, usually the card statement address. The product will be your responsibility from the time we deliver the product to the relevant address or you or a carrier organised by you collect it from us.
6. **When you own products.** Subject to us accepting your order in accordance with clause 3.1, you own a product once we have received payment in full.
7. **Instalments.** You agree that we may deliver products to you by instalments.
8. **Delivery outside of the UK.**
 1. We are unable to deliver some products either outside the UK or outside the EEC. Where possible, this information is provided on the relevant product page.
 2. If you order products for delivery to a destination outside of the UK, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes to the relevant body in that

destination. Please contact your local customs office for further information before placing your order.

3. You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.
9. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on the Website. If necessary, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 9.2 will apply). We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
10. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
 1. deal with technical problems or make minor technical changes;
 2. update the product to reflect changes in relevant laws and regulatory requirements; or
 3. make changes to the product as requested by you or notified by us to you (see clause 5).
11. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7. YOUR RIGHTS TO END THE CONTRACT

1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
 1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), *see clause 10*;
 2. **If you want to end the contract because of something we have done or have told you we are going to do (other than late delivery),** *see clause 7.2*;
 3. **If you want to end the contract because we do not deliver on time,** *see clause 7.3*;
 4. **If you have just changed your mind about the product,** *see clause 7.4*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the full costs of delivery and return transport of any products;
 5. **In all other cases (if we are not at fault and there is no right to change your mind),** *see clause 7.8*.
2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clause 7.1.1 to 7.1.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 1. we have told you about an upcoming change to the product or these terms which you do not agree to (*see clauses 5 and 14*);
 2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
 4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 5. you have a legal right to end the contract because of something we have done wrong.
3. **Your options if we deliver late**
1. **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
 1. we have refused to deliver the products;
 2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 3. you told us before we accepted your order that delivery within the delivery deadline was essential.
 2. **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.3.1, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
 3. **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.3.1 or clause 7.3.2, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them at your own expense.
4. **Exercising your right to change your mind without any reason.** For most products bought online you have a legal right to change your mind within 14 days after the date of delivery and receive a refund less any delivery and collection charges plus an administration fee equivalent to any charges incurred by us for transaction charges.
5. **Our goodwill guarantee.** A number of our products are subject to our goodwill guarantee. Any goodwill guarantee will be made available to you at the time of purchase of the relevant product. The goodwill guarantee is in addition to, and does not affect, your legal rights.
6. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
 1. products sealed for health protection or hygiene purposes, where the seal has been broken after you receive them; and
 2. sealed audio or sealed video recordings or sealed computer software, where the seal has been broken after you receive them; and
 3. any products which become mixed inseparably with other items after their delivery.
7. **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
 1. If you buy products which will be delivered in a single delivery, you have 14 days after the day you (or someone you nominate) receives the products at the delivery address.
 2. If your products are split into several deliveries over different days, you have until 14 days after the day you (or someone you nominate) receive(s) the last delivery at the delivery address to change your mind about the products.

8. **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 7.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

1. **Tell us you want to end the contract.** To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You should exercise your right to cancel by contacting us at the address or e-mail address set out in the [Contact Us](#) section of the Website.
2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call Clement Pianos using the contact details set out in the [Contact Us](#) section of the Website to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
3. **When we will pay the costs of return.** We will pay the costs of return:
 1. if the products are faulty or misdescribed; or
 2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

4. **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
5. **How we will refund you.** We will refund you the price you paid for the products excluding delivery / collection costs, by the method you used for payment. However, we may make deductions from the price, as described below.
6. **Deductions from refunds.** If you are exercising your right to change your mind:

We may reduce your refund of the price (excluding delivery and collection costs) to reflect any reduction in the value of the product, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

1. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
7. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
 1. If we have not offered to collect the goods, your refund will be made within 14 days from the day on which we receive the product back from you.

9. OUR RIGHTS TO END THE CONTRACT

1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
 1. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery information or product customisation information; or
 2. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us using the relevant information on the [Contact Us](#) page of the Website.
2. **SUMMARY OF YOUR LEGAL RIGHTS. WE ARE UNDER A LEGAL DUTY TO SUPPLY PRODUCTS THAT ARE IN CONFORMITY WITH THE CONTRACT. NOTHING IN THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS AND OR YOUR LEGAL REMEDIES. FOR DETAILED INFORMATION ABOUT YOUR LEGAL RIGHTS AND REMEDIES PLEASE CONTACT THE CITIZENS ADVICE BUREAU.**
3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please see the [Contact Us](#) section of the Website for the applicable contact details.

11. PRICE AND PAYMENT

1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the web site page when you placed your order. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
2. **We will pass on changes in the rate of VAT.** The price of a product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will contact you for your instructions before we accept your order. If the product's correct price at your order date is higher than the price stated on the Website, we will contact you for your instructions before we accept your order.
4. **When you must pay and how you must pay.**
 1. You must pay for the products before we dispatch them. We will charge your credit or debit card when you confirm your payment. The taking of payment

from you by us does not indicate that a contract has been formed between you and us.

5. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

1. **We are not liable for business losses.** We only supply the products for domestic and private use unless we otherwise agree with you prior to the contract being entered into. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
2. **We do not exclude our liability for any matters in respect of which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability:** We do not in any way exclude or limit our liability for:
 1. death or personal injury caused by our negligence;
 2. fraud or fraudulent misrepresentation; or
 3. any matter which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

14. OUR RIGHT TO VARY THESE TERMS

1. We amend these terms from time to time. Please look at the top of this page to see when these terms were last updated.
2. Every time you order products from us, the terms in force at the time of your order will apply to the contract between you and us.
3. We may revise these terms as they apply to your order from time to time to reflect the following circumstances:
 1. changes in relevant laws and regulatory requirement; and
 2. changes to our processes and procedures.

15. OTHER IMPORTANT TERMS

1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under these terms.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

3. **Nobody else has any rights under this contract.** The contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and the English courts have non-exclusive jurisdiction over any legal proceedings relating to the contract. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.