

1 SHUKER BASS: TERMS & CONDITIONS

To protect your own interests please read the conditions carefully before you place an order with us. If you are uncertain as to your rights or you want any explanation about them please write, telephone or email our customer queries department at the above address and telephone number BEFORE you place the order.

YOU ARE ADVISED TO PRINT AND RETAIN THESE TERMS FOR YOUR RECORDS.

By placing an Order and purchasing goods from **Shuker Bass**, www.shukerguitars.co.uk you enter into a legally binding agreement with us on the following Conditions. You should read and understand these Conditions because they affect your rights and liabilities.

These are the Standard Terms and Conditions of Sale of **Shuker Bass**, located at: Unit 2C, Aston Industrial Estate, Parsons Lane, Hope, Hope Valley, S33 6RB, UK, ("the Seller", "We" or "Us") for certain products as set out in the pages on this site ("the Goods").

If this order has been placed via our Web Site, In accordance with the provisions of the Consumer Protection (Distance Selling) Regulations 2000, you have the right to withdraw from this transaction. Details of your right to withdraw will be sent to you with the Goods when they are delivered and can be found in Clause 4 below.

PLEASE NOTE THAT THE RIGHT TO WITHDRAW FROM THE CONTRACT DOES NOT APPLY IN RESPECT OF ANY CUSTOM DESIGNED GOODS.

THESE CONDITIONS DESCRIBE THE BASIS FOR PURCHASE BY YOU AND SALE BY US OF THE PRODUCTS DESCRIBED ON OUR WEB SITE.

1.1 INTERPRETATION

1.1.1 In these Conditions:

- 'Conditions' means the standard Terms and Conditions of sale set out in this document;
- 'Contract' means the contract for the sale of the Goods;
- 'Payment Card' means the credit or debit card or other payment system chosen by you to be used as the method of payment for the Goods of which you have provided details to us when placing the Order;
- 'Delivery Area' means The United Kingdom (Including Northern Ireland) and Ireland means the Irish Republic.
- 'Goods' which you have ordered including any instalment of the goods or any parts for them which are available for purchase from us in accordance with the Conditions;
- 'Information System' means a system for generating, sending, receiving, storing or otherwise processing electronic communications;
- 'Order' means any order placed by you with us for the supply of Goods;
- 'Order Form' means the electronic order form completed and submitted electronically by you;
- 'Regulations' means the Consumer Protection (Distance Selling) Regulations 2000;
- 'Web Site' our presence on the worldwide web, currently accessible via the address www.shukerguitars.co.uk.

1.1.2 Reference to any statute or statutory provisions:

shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the act referred to

1.1.3 Unless the context otherwise requires:

- words importing the singular shall include the plural and vice versa;
- words importing the masculine gender shall include the feminine gender and vice versa;

- references to persons shall include bodies of persons whether corporate or incorporate.
- 1.1.4 Unless the context otherwise requires references to clauses shall be construed as references to clauses of these Conditions
- 1.1.5 Headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

1.2 BASIS OF THE SALE

- 1.2.1 The Company shall sell to you and you shall purchase only those goods which have been set out in an order and which have been accepted by us. We reserve the right to reject any order.
- 1.2.2 Unless otherwise agreed in writing each such sale of Goods will be subject to these terms and conditions.
- 1.2.3 No Order submitted by you shall be deemed to be accepted by us unless and until confirmed by e-mail or in writing by us.
- 1.2.4 No variation to these Conditions shall be binding upon us unless and until agreed by e-mail or in writing by us.
- 1.2.5 Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

1.3 ORDERS

- 1.3.1 The quantity, quality and description of the Goods will be those set out in your Order (if accepted by us).
- 1.3.2 Orders are accepted at our sole discretion but are normally accepted if the Goods are available from stock, or have been commissioned by you. The order reflects current pricing, you are based in the Delivery Area and your Payment Card is authorised for the transaction.
- 1.3.3 You or we are entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the Goods appearing on our website. This does not apply to Custom Instrument orders.
- 1.3.4 You shall be responsible for ensuring the accuracy of the terms of any Order submitted by you, and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.
- 1.3.5 The quantity, quality and description of and any specification for the Goods shall be those set out in the relevant pages of this site or in the case of a Custom Instrument Order, as set out in the Specification Sheet and as agreed by us.
- 1.3.6 We reserve the right to make changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements

1.4 TERMS OF PAYMENT

- 1.4.1 Upon providing us with details of the Payment method, Card or other means, and submitting the Order you:
- 1.4.1.1 Confirm and undertake that the information contained within the Order is true and accurate and that you are duly authorised to use the Payment method, Card or other means; and
 - 1.4.1.2 In the case of Custom Designed Instruments, you authorise us to deduct from the Payment method, Card or other account, fifty percent (50%) of the full cost of the goods as a non-refundable deposit.
 - 1.4.1.3 You have the option to fully pay for the Custom Designed Instrument at the initial placement of Order.

- 1.4.1.4 In the case of a Custom Designed Instrument, when the Instrument is complete, we will contact you, and you will authorise us to deduct from the Payment method, Card or other account, the remaining fifty percent (50%) of the full cost of the goods and all other payments that may become due to us under the Contract.
- 1.4.1.5 If you fail to pay for the Instrument after a period of six (6) weeks from the time we notify you that it is complete and ready for collection or shipment to the Delivery Area, we reserve the right to offer the instrument for sale to recover the costs owing to us. You will forfeit your deposit.
- 1.4.1.6 In the case of Stock Instruments, you authorise us to deduct from the Payment method, Card or other account the full price of the Goods and all other payments that may become due to us under the Contract.
- 1.4.2 We will not deliver goods to you until full payment has been received.
- 1.4.3 If after 6 weeks from us notifying you that your Instrument is ready for collection or delivery and you have not contacted us to agree how we might execute delivery, we can cancel the Order and offer the Instruments for sale elsewhere. This does not affect any other rights we may have.
- 1.4.4 Where Stock Instruments are returned by you in accordance with your rights under the provisions of Clause 4, we shall credit the Payment method, Card or other means with the appropriate amount. (This does not apply to Custom Instruments.)
- 1.4.5 We will not pass your personal information on to any third party without your permission. Unless solely due to our negligence we cannot be held liable for any losses you may suffer. If in any event your payment card is used fraudulently you are entitled to cancel the payment and be reimbursed by the card issuer without being charged for the loss.

1.5 DELIVERY

- 1.5.1 We endeavour to have stock Instrument orders sent out within 48 Hours. **Shuker Bass** reserves the right to amend delivery estimates at any point in the order process and any such changes will be notified in writing or verbal communication. In some cases, orders of excessive size, weight or value may take longer than the estimated time. We cannot be held responsible for delays in deliveries. **Shuker Bass** will notify you of any such delays.
- 1.5.2 Delivery of the Goods shall be made by our carrier or us to the address for delivery shown in the Order Form. It is important that this address is accurate. Please be precise about where you would like the Goods left if you are out when we deliver. Once the Goods have been delivered in accordance with your delivery instructions, you will be responsible for them. Our responsibility for everything other than damage due to our negligence or due to a manufacturing design or design fault will cease upon delivery.
- 1.5.3 In the event of any issue with your order, such as clerical errors in the order process, we will notify you of a new delivery date, or provide you with the option of an alternate date. We also may deliver some goods in several consignments but will not charge additional carriage for this. **Shuker Bass** will not be liable to any party for items delivered outside the specified delivery estimates.
- 1.5.4 All UK deliveries will be shipped by express courier. All non-domestic orders will be dispatched using our international courier. Both methods are classified as an additional service agreement offered by **Shuker Bass**.
- 1.5.5 We will do all that we reasonably can to meet the date given for delivery. We cannot be held responsible for delays beyond our control. If we are unable to make the delivery date we will contact you. If we are able to make delivery in advance of the given date we will contact you.
- 1.5.6 If the order is a multiple order and we are unable to make delivery of the whole order but are able to deliver part we will contact you, informing you of this, and delivery will be on a mutually agreed date. In this instance delivery will be said to be made in installments. Each delivery shall constitute a separate contract and any failure by us to deliver any one or more of the installments in accordance with these conditions, or any claim by you in respect of any one or more installments will not entitle you to treat the contract as a whole as repudiated.
- 1.5.7 If we fail for any reason within our control to fully/partially deliver your Goods any reimbursement shall be no more than the price of the Goods, together with any delivery and/or reasonable return costs.

- 1.5.8 With regard to Sock Instruments, either party is entitled to cancel the contract in respect of non-performance of obligations in relation to delivery. If cancelled we will refund you any monies already paid by you and any reasonable return costs incurred by you.

1.6 COST OF DELIVERY

The correct shipping charges will be notified to you.

- 1.6.1 **Shuker Bass** may contact customers who have selected the incorrect option, or have been undercharged for extreme weight items for the additional shipping amount. We also reserve the right to charge additional carriage costs if a consignment is returned to us due to refusal at your delivery address.

1.7 COST OF RETURNS

- 1.7.1 Regarding Stock Instruments, If you change your mind, you can return your purchase, subject to Section 4 Cancellation & Returns Policy in its original condition within 7 days to us for a full refund (minus any costs incurred for the initial dispatching using our courier [Section 3.7] and any costs incurred by **Shuker Bass** for the returning of the order Section [3.8.1]).
- 1.7.2 Regarding Stock Instruments, if you would like to return goods, please contact the **Shuker Bass** to arrange this.

1.8 DAMAGED GOODS

- 1.8.1 All orders are pre-checked and are well packaged before dispatch. However, in the event of goods arriving damaged, any shipping damage must be reported within 24 hours of receipt. We reserve the right to request additional photographic evidence in order to verify such claims.
- 1.8.2 At the point of delivery, all goods become the responsibility of you the customer. From this point, you the Customer will be responsible for the safekeeping and correct use of all goods. **Shuker Bass** will not be responsible for any damage or fault arising from incorrect storage or use. The validity and conditions of any refund/return will be affected by any damage considered to be caused through misuse or neglect.
- 1.8.3 We cannot be held responsible for damage caused by shipping or negligence if reported after 24 hours of the goods being delivered.**

1.9 SCOTTISH HIGHLAND POSTCODES

- 1.9.1 The following is a list of postcodes that are included in our definition of the Scottish Highlands. These are all subject to additional delivery charges:
- AB31 to 38, AB40 to 56
 - HS
 - IV1 to 28, IV30 to 32, IV36, IV40 to 49, IV51 to 56, IV63
 - KA 27 & 28
 - KW 1 to 17
 - PA 20 to 38, PA41 to 49, PA60 to 78
 - PH 4 to 44, PH 49 to 50
 - ZE

2 CANCELLATIONS & RETURNS

2.1 RETURNS PROCESS

All items returned to **Shuker Bass** must have a returns authorisation. Any goods sent back without firstly obtaining a returns authorisation could be subject to significant delay.

2.1.1 To obtain a returns authorisation:

Email: info@shukerbass.co.uk and we will endeavour to reply within 3 working days, between 10:00 – 17:30 Monday to Friday (except public holidays). Emails sent over the weekend will be answered during the following week.

Please include the following details:

- Order Number
- Postcode
- Serial Number (if the unit is faulty)
- A detailed fault description - this will speed up the process in the event of an item requiring repair or replacement

Requests without this information will take longer to process and will result in delays to refunds, replacements or repairs.

2.1.2 Goods should be returned and re-packed in the original packaging as received complete 'AS SOLD' and in 'AS NEW' condition (for example, if the packaging has been opened to examine the product/s you must have done so without damaging the packaging or the product/s in any way). The condition of the goods will remain the customer's responsibility until goods have been booked in and assessed by **Shuker Bass**. Any return labels should not be placed directly on the item packaging. Please wrap any items to be returned in a protective layer and place any labels on this outer packaging.

2.1.3 Only with respect to Stock Instruments, under the conditions outlined in the Distance Selling Regulations, **Shuker Bass** operates a 7-day returns policy, which allows UK and EU customers to cancel their order up to 7 days after receipt of their goods. If you wish to cancel your order during this 7-day period, please notify us in writing by letter or by email at info@shukerguitars.co.uk. A telephone call is not sufficient without the express approval of **Shuker Bass**.

2.1.4 **The right to return goods to us as mentioned section 4 in does NOT apply in the following situations:**

2.1.4.1 **Conditional Sales** - (e.g. goods purchased on a finance agreement) where the consumer is bound to purchase the goods from the outset but do not own the goods until they have fulfilled all conditions of the contract (typically through complete payment of all financial installments).

2.1.4.2 **Special/Custom Instrument Orders** - Any order that has been specified or customised to the customer's specifications. This also includes any item that is not typically stocked by **Shuker Bass** and has been ordered in at the request of the customer.

2.1.4.3 **Health and Safety** - any product that has come in contact with a customer's ear or mouth, such as microphones, headphones, earphones or product with a mouthpiece that have been used or where the hygienic seal has been separate or broken.

2.1.5 If you wish to exercise your right to cancel this contract within the cancellation period, you should return the goods to us within a reasonable time period (normally within 14 days) and take reasonable care in doing as detailed in the Consumer Protection (Distance Selling) Regulations 2000 (SI 2000 No.2334). You shall accept the risk and cost of returning the goods to us unless you have notified us that the goods have arrived damaged or faulty and this has been verified by us.

2.1.6 Upon cancellation of the contract we will credit your account with a full refund for the goods. Normally refunds are processed the same day if the goods haven't been dispatched or on the day of receiving the goods back, however, in any event, not later than 30 days after receipt of the cancelled goods. If you do not return the goods or do not pay the costs of delivery to us, we shall be entitled to deduct the direct cost of recovering the goods from the amount of the refund.

3 DESCRIPTION OF GOODS & PRICING

3.1 PRICE OF THE GOODS

- 3.1.1 All our prices are shown in Pounds Sterling (GBP)
- 3.1.2 The price of the Goods shall be the price set out on the relevant page of this site or the price agreed between **Shuker Bass** and the Customer. We reserve the right to change the prices set out on this site provided that if we accept an order from you the price for the goods will be the price set out in the relevant range at the time the order is placed.
- 3.1.3 With Respect to Stock Instruments: If the price of the Goods increases between the date we accept your Order and the delivery date, we will let you know and ask you to confirm by e-mail/in writing that the new price is acceptable. If it is not acceptable then you will, of course, have the option of cancelling the order.
- 3.1.4 The price of the Goods does not include insured postage or packaging. There will be an additional charge made relative to the size and amount of Goods insured for postage and packaging. There may be an additional charge for delivery to United Kingdom and Irish Islands, separated from the mainland. This charge will be clearly shown on the Order form.
- 3.1.5 **Shuker Bass** does not take responsibility for any import taxes, customs charges or administration fees payable on orders made outside of the European Union. It is the customer's responsibility to cover all charges related to Customs and the import of goods.
- 3.1.6 All our prices, descriptions and shipping charges are reviewed regularly and we endeavour to ensure that the prices and the information provided on our website are correct at all times. In the event of an error in the information provided by our website, **Shuker Bass** will notify you of this error immediately. In the event that a price or shipping charge is incorrectly displayed, **Shuker Bass** will offer you the product/service at the correct price, or a full refund. We are not under any obligation to honor an incorrect price.
- 3.1.7 Product images are for illustrative purposes only, **Shuker Bass** cannot be held responsible for differences in the imagery and the actual product.

4 PAYMENT

4.1 CREDIT AND DEBIT CARDS, AND ONLINE PAYMENT METHODS

- 4.1.1 We currently accept the following methods of payment online: VISA, VISA Debit, MasterCard, Solo, Maestro, Visa Electron, PayPal, Bank Transfer in GBP, and Euro.
- 4.1.2 We do not see or store your card number when you purchase online.

4.2 FINANCE APPLICATIONS

- 4.2.1 **Shuker Bass** does not offer any financial package at this time.

4.3 PART EXCHANGE

- 4.3.1 **Shuker Guitars** does not accept goods or services in part exchange.

4.4 SITE USAGE / SERVICE ACCESS

- 4.4.1 Although we make every effort to ensure our website is available 24 hours a day, we will not be liable if, for any reason, our website is unavailable at any time due to maintenance, system failure or conditions outside our control.
- 4.4.2 From time to time, **Shuker Bass** may link to third party websites to provide the user with third party content, including but not limited to, videos from YouTube, images, comments, reviews or links, Blogs etc. **Shuker Bass** does not accept any liability for the suitability or incorrect use of this content and is provided solely as a guide for the customer. If you choose to view any third party content (including visit a 3rd party site or play a video) you do so at your own risk.

4.5 DATA PROTECTION

- 4.5.1 By placing your order, you agree and understand that we may store, process and use data collected from your order process telephone order for the purposes of processing your order.

4.6 CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL

- 4.6.1 We will make every effort to perform our obligations under the Contract. 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. In the event of a delay, we will perform our obligations as soon as reasonably possible.

5 PRIVACY POLICY

5.1 CONFIDENTIALITY

- 5.1.1 We take customers' privacy and confidentiality very seriously so **Shuker Bass** does not disclose buyer's information to any marketing third parties and takes every step to protect customer's data. All information is securely encrypted using industry standard 128-bit encryption Secure Socket Layer (SSL) certificates provided by VeriSign.
- 5.1.2 We use cookies to keep track of your current web session to personalise your experience and so that you may retrieve your shopping basket at any time - if you do not accept cookies you will be unable to use our website.

5.2 COPYRIGHT

- 5.2.1 You may download, use or print extracts from this site for your personal use only. Unless otherwise stated, the copyright and other intellectual property rights in all material on this website (including without limitation photographs, web designs & implementations, graphical images) are owned by our licensors or us.
- 5.2.2 Product images or descriptions which we were created by **Shuker Bass** remain the property of **Shuker Bass** at all times and cannot be copied in any format under any circumstance without full written consent from **Shuker Bass**.

6 RISK AND PROPERTY

6.1 CUSTOMER RESPONSIBILITIES

- 6.1.1 As soon as we have delivered the Goods or services, you will be responsible for them. If you delay a delivery our responsibility for everything other than damage due to our negligence will end on the date we agree to deliver them, as set out in the contract.

- 6.1.2 Subject to the provisions of clause 8 and notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods. Goods supplied to you are not for resale.

7 WARRANTIES AND LIABILITY

7.1 WARRANTY

- 7.1.1 All goods are supplied with the minimum of a 12-month warranty. Perishable items, such as Amplifier valves, carry a 90-day warranty.
- 7.1.2 The customer must arrange any additional extended warranty offered by any manufacturer directly. We are not responsible for organising such warranties. We can provide additional receipts upon request.

7.2 LIABILITY

- 7.2.1 **Shuker Bass** and any of our owners, officers, directors, employees or shareholders will not be liable for any losses or damage that you suffer under the contract, which were not a foreseeable consequence of breach of the contract. We are not responsible for indirect losses which were not considered at the time of the contract including, but not limited to, any loss of income or profits, loss of business or goodwill, loss of data, loss of opportunity.
- 7.2.2 We are not liable for losses that arise in connection with our website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

7.3 STATUTORY RIGHTS

- 7.3.1 Terms and conditions of this contract do not affect any additional rights you may have under a manufacturer's warranty/guarantee. These are rights given to you by the manufacturer in addition to your statutory rights. Any additional rights given to you by the manufacturer in respect of Goods purchased are not incorporated into this contract.
- 7.3.2 As a consumer you have statutory rights regarding the return of defective Goods and claims in respect of losses caused by any negligence on our part or our failure to carry out our obligations. The terms and conditions of this contract do not affect your statutory rights. For further information regarding these rights contact Trading Standards or Citizens' Advice Bureau.

7.4 IMPORTANT NOTICE: TIME LIMIT FOR NOTIFICATION OF CLAIMS

You are asked to examine the goods as soon as reasonably possible after delivery. Any claim by you based on any defect in the quality or condition of the Goods or their failure to correspond with specification must (whether or not delivery is refused by you) be notified to the company within 7 days from the date of delivery or within a reasonable time after discovery of the defect or failure if it was not apparent on reasonable inspection.

7.4.1 Where a valid claim in respect of Goods delivered is notified to us within 7 days of the delivery date, or within a reasonable time if not apparent on reasonable inspection, you are entitled to:

- Reject the Goods and receive a full refund;
- or have the Goods (or the part in question) repaired or replaced free of charge.

Any claims made after 7 days of delivery or exceeding a reasonable time of discovery, we shall be entitled to either:

- Replace the Goods (or the part in question) free of charge or
- At our sole discretion repair the Goods or refund to you the price of the Goods (or a proportionate part of the price) and we shall have no further liability to you.

7.4.2 Except in respect of death or personal injury caused by our negligence we will not be liable under this contract for any loss or damage caused by us or our agents in circumstances where:

- i) There is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
- ii) Such loss or damage is not a reasonably foreseeable result of any such breach;
- iii) Any increase in loss or damage resulting from breach by you of any term of this contract.

7.4.3 In the event that you are using the supply address in part for commercial purposes then no liability for loss of profits or other economic loss arising out of a breach of this agreement can be accepted.

7.4.4 Subject to our obligations, and your rights under the Regulations, we shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods if the delay or failure was due to any cause beyond our reasonable control.

7.4.5 We assume no responsibility for the contents of any other web sites to which this Web Site has links.

8 COMMUNICATIONS

8.1 ELECTRONICS COMMUNICATIONS

Any communications sent electronically Will be deemed to have been sent once it enters an Information System outside the control of the originator of the message;

- 8.1.1.1 Will be deemed to have been received by the intended recipient at the time that in a readable form it enters an Information System which is capable of access by the intended recipient;
- 8.1.1.2 Will be deemed to have been dispatched in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides;
- 8.1.1.3 Will be deemed to have been received in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides.
- 8.1.1.4 To protect your own interests you should ask for a delivery receipt for any such and retain a hard copy of that delivery receipt and the original correspondence.

8.2 GENERAL

- 8.2.1 Any communication sent by post will be deemed received by the intended recipient three days following mailing where sent by first class post or five days after mailing where sent by second-class post.
- 8.2.2 The clauses of these Conditions and each sub-clause thereof are several and if any part of any clause or sub-clause shall be void, invalid or unenforceable then the remainder of such clauses or sub-clauses shall nevertheless be valid and enforceable.
- 8.2.3 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 8.2.4 If any provision of these Conditions is held by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction in whole or in part, it will not affect the validity or enforceability of the other provisions of these Conditions and the remainder of the provision in question shall not be affected nor will it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 8.2.5 We will try and solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings you must do so within the United Kingdom.

The headings in these Conditions are for convenience only and will not affect their interpretation