

Terms and Conditions for Repair or Reconditioning of Customer Supplied Goods or Goods acquired on customer request.

Online terms and conditions between AcquaSpumante and our customers for the sale of goods on our website

These T&Cs form the basis of the Contract between you and us. Please read them carefully as they provide important information.

General terms and conditions

This site is owned and operated by AcquaSpumante, Stroud, Gloucestershire. If you have any questions about these T&Cs, you can contact us at acquaspumante@gmail.com.

The contract between us and our Customers

We must receive payment of the entire price for the goods (including shipment, carriage or other forms of delivery or collection) before your order can be dispatched or collected. Payment of the price of the goods (or any deposit or part-payment) represents an offer on your part to purchase the goods, which will be accepted by us when the goods are stated as being available for dispatch. Only at this point is a legally binding contract created between us.

Placement of Orders

In order for you to place an Order for one or more of the items shown on our website you will need to contact us with the Acquisition code(s) shown on the entry or entries (beginning ACQ...) or the descriptions of the generic accessories/spares required. We will provide you with a cost quotation via mail or telephone. To allow us to process your order, you must provide us with your e-mail address or other form of contact details (telephone number, etc). We will notify you by e-mail (or telephone) as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

In the case where two independent customers request the same item priority will be given to the person first making a request for that item. Unless a deposit is received or sale occurs within 48 hours (weekends excepted) then the item will be made available to the next person

indicating an interest. An alternative item may also be proposed to the second customer, should stock allow this.

Acknowledgement of Orders

To allow us to process your order, you must provide us with your e-mail address or other form of contact details (telephone number, etc). We will notify you by e-mail (or telephone) as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

Ownership of rights

All rights, including copyright, in this website are owned by or licensed to AcquaSpumante. Any use of this website or its contents (such as photographs, videos, text, etc), including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our express prior permission. You may not modify, edit or re-edit, crop, distribute or repost anything on this website for any purpose.

Accuracy of content

We take care in the preparation of the content of this website, in particular to ensure that prices quoted against each item are correct at the time of publishing and that all goods have been described accurately to the best of our ability. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are acknowledged to be approximate only.

Availability

All orders are subject to acceptance and availability of the relevant stock. We endeavour to only list items which are available from stock. If the goods you have ordered are not available from our stock, we will contact you by e-mail or phone (if you have given us details). You will be given the option either to wait until a identical item becomes available, accept a closely similar item or to cancel your order.

Ordering errors

You are able to correct errors on your order up to the point at which your payment is made during the ordering process.

Price

The prices payable for goods that you order are as set out on our website. All prices are exclusive of VAT at the current rates and are correct at the time of entering information. As we are a small company no VAT is due at the point of sale in the UK on the items listed but import and other taxes may be levied on sales to International customers.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of a revised specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

Payment terms

We will require payment upon confirmation of your order. We accept payment via PayPal, BACS and IBAN from your credit/debit card or Bank account. We do not accept liability if dispatch is delayed because your payment has not yet reached us due to delays in the payment system. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

Delivery

Delivery charges vary according to the type of goods ordered. For UK orders we generally use an insured and tracked Royal Mail parcels post service. For International deliveries we attempt to use the most cost effective means of insured tracked delivery. Carriage methods and costs will depend on the weight and geographical location of the customer.

We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence).

If delivery is delayed significantly beyond the stated, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

Ownership of Goods and Damage

Risk of damage or loss of the goods passes to you at the time of their delivery to you. You will only own the goods once they have been successfully delivered.

Cancellation rights

Under the Consumer Protection (Distance Selling) Regulations 2000 you have the legal right to cancel your order up to seven working days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us in writing or in any other durable medium if you wish to cancel your contract. Items should be returned to us in the state in which they were received.

You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order) such as reconditioning or repairs to customer supplied or requested items.

If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling your contract, any sum debited by us will be re-credited to your means of payment as soon as possible, and in any event within 30 days of cancellation.

Cancellation by us

We reserve the right not to process your order if:

We have insufficient stock to deliver the goods you have ordered; We do not deliver to your area; or

One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your means of payment for any sum received by us from your payment method as soon as possible, but in any event within 30 days.

Liability

If you do not receive goods ordered by you within 30 days of the date on which they were dispatched and decide to cancel the order rather than re-arrange delivery, we will provide you with a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. We make no representation and nor do we accept any liability in respect of problems you may encounter with the export or import of the goods you may send to us for repair or reconditioning or those items you may purchase from us.

Notwithstanding the above, nothing in these Terms and Conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Sale of Goods Act 1979 (as amended)) relating to faulty and/or mis-described goods.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address and all notices from us to you will be displayed on our website from time to time.

Amendments to Terms and Conditions

We reserve the right to make periodic changes to these Terms and Conditions.

Law, applicable jurisdiction and language

This website, any content contained here and any contract created as a result of usage of this website are governed by, construed and interpreted in accordance with English law. Parties to any contract created agree to submit to the exclusive jurisdiction of the Courts of England and Wales. All contracts, negotiations and correspondence are to be concluded in English.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the remaining parts of these Terms and Conditions will not be affected.

Third Party Rights

Nothing in this Agreement, or any subsidiary Agreement, either explicit or implied, is intended to confer any rights on a Third Party.

PRIVACY STATEMENT

AcquaSpumante will respect and protect the privacy of anyone using our site and the confidentiality of information that they provide to us. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Use of personal information

You may visit our website without informing us who you are or revealing any personal information about yourself. However, if you use our site to purchase goods you will need to provide personal information, such as your contact details. We will store this data and may hold it on computer or another recording medium.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

We promise not to give your personal information to third parties except where your telephone number, e-mail address or address are required to make a delivery or collection of goods or materials that have been ordered from us.

We reserve the right to, where we are under a legal duty or obligation of the Court of a competent jurisdiction, to disclose or share your personal data in order to comply with or meet any legal obligation placed upon us.

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose.

Press Loans and Props Hire

Movie & Television Props Hire

We can hire out items that are available in stock for film shoots or can source them from our own collection. For further enquiries, contact by e-mail to see how we can potentially help.

Photo Shoots Loans

We are happy to loan items for magazine and press shoots in exchange for a reasonable "credit" in the relevant publication or video programme. You will need to contact us as early as possible

in your planning process to ensure we retain stock of the item(s) proposed for your loan. Ideally we need at least 2 weeks notice for syphons and accessories.

We will always loan if we can, but in return we ask you to send goods back as quickly as possible. All goods will be wrapped before despatch and must be returned wrapped to avoid damage in transit.

Upon return, we will check the condition of the loaned goods and any damage/breakages will be charged for. We will require a deposit payment or bank payment for the full retail cost of the item(s), which will be fully refunded upon return of the item in the condition they were loaned out.

We are located in Stroud, Gloucestershire, so transport costs are chargeable for delivery and return by special carriers at cost.

Refund Policy

We are confident that you will love your purchase, but if you find it unsuitable in any way we operate an equitable returns policy. To make arrangements for a return please follow the instructions below.

Returns Arrangements

Please notify us within 7 days by e-mail of your intention to return the goods by contacting us using the main e-mail address of acquaspumante@gmail.com, stating "returns" within the subject line.

- Please return products to us in a resalable condition. Products must be unused and in their original packaging.
- Returned products must get back to us within 28 days of the delivery.
- Please ensure that returns are packed and labelled carefully so that they are not lost or damaged in transit. We advise that you use a tracked service.
- With the exception of faulty goods, AcquaSpumante is not responsible for the cost of return. We always advise that you obtain proof of postage when returning an item.

Once the product has been returned to us you will receive a full refund minus the dispatch fee which will be charged at cost price. Although we'll process your refund claim as soon as we can, please allow up to 10 working days for us to communicate receipt & refund of the goods.

Returning Damaged Goods

Replacements for the exchange of damaged goods will not be dispatched until the original item has been received by AcquaSpumante.

We are sadly unable to offer refunds on the following items:

- Unwanted items returned after 28 days.
- Damaged items not notified to us within 3 days of delivery.

This does not affect your statutory rights. Should you need any more information on our returns policy, delivery or indeed have any further queries, please contact us.

Repairs or Reconditioning of Customer supplied or commissioned items:

By the customer's act of supplying, or requesting that AcquaSpumante procure or acquire goods on their behalf, "the free issue material" the customer agrees with AcquaSpumante that the customer is undertaking acceptance of the conditions of sale, as given below:

No servant or agent of the company other than a director of the company has authority to bind the company to a departure from the company's condition of sale.

Condition of Sale / Supply of Services

1 Definition:

In these conditions 'the Company' relates to AcquaSpumante or its trading subsidiaries.

2 Payment - Account Customers

- i) All prices estimated and/or quoted are strictly Net
- ii) As all goods are processed and assessed at various stages during the process sequences, any further additional works that maybe found to be required will incur further charges. In this event the customer will be informed prior to the additional works being undertaken. A revised estimate will be prepared and will supersede any and all previous supplied estimates.
- iii) Unless otherwise agreed in writing by an officer of the company, payment for all goods/services performed by the company shall be due within 1 month from end of month of invoice.
- iv) If any sum remains unpaid after the end of month following that in which the invoice was issued the customer shall be subject to a 3% surcharge for each month or part of a month during which it remains unpaid as aforesaid. Such surcharge(s) shall be due for payment immediately on invoice by the Company and shall itself be liable to surcharge as above failing payment before the end of month in which it is invoiced. The customer shall pay all legal and other costs incurred by the Company in recovering overdue sums from the customer. Such cost will be due immediately on invoice.
- v) Without prejudice to such other rights and remedies as shall exist the Company reserves the right, in the event of any non-payment, to sue for the cost of any enforcement actions.
- vi) In the event of a cheque being returned marked 'Refer to Drawer' customers by the bank, the

company reserves the right to invoice a charge of £50, exclusive of VAT and any consequential administration charges.

3 Payment - Non-Account Customers

- i) All prices estimated are strictly Net
- ii) All contracts will be subject to a holding deposit, with a standard rate of 30%, before any works are undertaken.
- iii) As all goods are processed and assessed at various stages during the process sequences, any further additional works that maybe found to be required will incur further charges. In this event the customer will be informed prior to the additional works being undertaken. A revised estimate will be prepared and will supersede any and all previous supplied estimates.
- iv) All goods must be paid in full prior to release by the Company.
- v) Payment Methods – Credit / Debit Card (via PayPal) - Bank Transfer - Cash. The Company will not accept personal cheques as a method of payment.
- vi) Payments made via PayPal will be subject to a Charge Transaction levy of 7% if “payment for a service” is selected by the customer in order to account for the PayPal charges levied on the transaction.
- vii) On completion of contracts undertaken, the customer will be informed by Email. In the event of an Email address being unavailable, contact will be made either by Phone, Text or an alternative Email (if available). Standard terms for collection of completed goods are 10 working days from customer notification. In the event of goods remaining uncollected for a period greater than 60 days, the company reserves the right to charge a late payment charge at a rate of 5% for each month, or part of month that the goods remain uncollected after the initial 60 day period. In the event that the goods remain uncollected for a period greater than 120 days, the company reserve the right to dispose of the goods, in order to reclaim any losses incurred.
- viii) Without prejudice to such other rights and remedies as it shall have the Company reserves the right, in the event of non-payment, to sue for the price and any consequential costs associated with the recovery actions required.

4 Delivery:

- i) The Company will use its reasonable endeavors to comply with any delivery date or period agreed with the customer, but shall be under no liability for any delay in delivery due to circumstances beyond its reasonable control (such as carrier delays, border restrictions, customs processing periods, etc).

5 Transit

Although the Company would encourage the customer to arrange its own collection of completed goods, it can undertake the arrangements of carriage on behalf of the customer.

- i) The Company will use its reasonable endeavors to source a responsible and reliable carriage company for those customers that require the Company to make the arrangements of shipment of goods to the customer or to a third party destination, if such request is received in writing by the Company.
- ii) As the Company, at the request of the customer, subcontracts the function of carriage, the company shall not in any circumstances be liable for loss or damage to goods in transit unless a suitable carriage insurance has been paid for.
- iii) In the absence of a payment for carriage insurance goods in transit are at the customer’s insurable risk and therefore should be insured by the customer. The company will not be liable

for loss resulting from the customer's failure to insure.

iv) In any case of loss or damage to goods in transit, the company will supply to the customer the relevant details of the carriage contract, provided they are requested, by the customer, within 7 days of delivery of goods.

6 Damages

The Company's liability if any (whether in contract or in tort and including any liability involving negligence) shall in no circumstances exceed the price actually charged / received by the company for the goods or services in relation to which such liability shall have arisen and provided: -

i) In the case of goods, which are defective, or at variance with specification the Company may, at its option, discharge such liability by repairing (if possible) the goods free of charge.

ii) The Company has received the goods that are said to be defective or at variance to the specification for evaluation and test.

iii) On original receipt of goods by the Company, an official written order is received, with the goods, outlining the specific requirements of the customer, including plating thickness, plating specification and any other individual requirements.

iv) The Company shall be discharged from all liability in respect of goods or services that are alleged to be defective or at variance with specification unless written notice of the defect or variance from specification shall be given to the Company within 7 days after delivery of the goods to the customer, due to opportunity that the defect or variance from specification being caused by subsequent process operation to the goods, subsequent handling, shelf life, or other cause outside the Company's control.

v) The free issue material is received by the Company in a condition compatible with the service provided by the Company.

7 Warranty

Refer to section 6. In all cases other than the service of the finishing Used / Refurbished components, where in addition to section 6, the following clause refers .:

i) A refurbished component will carry the additional warranty against Adhesion Failure / blistering of any applied coating for a period no longer than six months.

ii) The six month period will be deemed null and void in the instance that the failure is the result of negligent care or accidental damage.

iii) The six month period is initiated by the completion of contract and NOT upon collection/ receipt of contract.

iv) In the event of a warranty claim, the extent of the warranty claim will be limited to a rework scenario of the failed component, and carries no monetary value or consequential liability.

8 Law and Jurisdiction.

Unless otherwise agreed in writing, any contract between the Company and the customer shall be governed by English Law.