

Tel: +353 1 2953020

E-Mail: info@sightandsound.ie

Sight & Sound (Distributors) Ltd., Lioscarran Mews, 32 Dale Road Stillorgan, Co. Dublin

Sight& Sound (Distributors) Ltd. Online Shop Terms and Conditions

You are advised to read these Conditions every time you intend to make a purchase as the Conditions may change from time to time. When you place an order with us you will be accepting the then current Conditions.

#### 1. Definitions

The following terms have the following meanings:

"Owner" means Sight&Sound (Distributors) Ltd, hereafter referred to as Sight&Sound, a company registered in Ireland with company number 459043 with its registered office at Lioscarran Mews, 32 Dale Road, Stillorgan, Co. Dublin.

"Customer"- means the person, firm or company who purchases Goods from the Owner.

"Online Shop" means the online facility provided by the Owner which offers the

<u>"Product cost"</u> means those charges as set out in the online shop Quotation comprising both the Product Charge and the Delivery Charge.

"Goods" means the goods and equipment being provided by the Owner.

"After Sale Service" means the provision by the Owner support after the purchase of the goods. This service is limited to functionality, warranty and returns.

"Returns" means the process by which the product purchase online is being returned by the Customer.

"Terms" means these terms and conditions of business.

# 2. The Online Shop

- 1. The Online Store service offers the Customer the opportunity to purchase Goods listed in the online shop of the Sight&Sound website over the Internet.
- 2. This service is only available to you on the following conditions:
  - I. You must reside in, and provide a delivery address within, the Republic of Ireland
  - II. You must be 18 years of age or older
  - III. You must hold a valid credit card issued in your name
  - IV. The name on the credit card used (cardholder identity) must match the name of the addressee to whom any Goods are to be delivered.

## 3. Purchasing and delivery

- Certain personal and payment details will be required when the option to purchase is selected. All
  and any information provided for the purpose of making a purchase must be fully complete and
  accurate.
- 2. You must ensure that you are legally and fully entitled to use any credit card used for a purchase and that sufficient funds are available to cover any charges incurred by you and that the card used is valid at the time of purchase.

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- 3. The Owner will only accept payments made by certain types of credit card as an online payment method.
- 4. The prices for Goods are quoted in Euro. All prices are stated inclusive of valued added tax (VAT) at the relevant rate (currently 23%).
- 5. You will be advised at the time of purchase of applicable delivery charges (if any).
- 6. A limit of €600 on the value of Goods that can be purchased by any individual or on any individual credit card in any one transaction is set. This limit may change from time to time
- 7. Upon the completion of the transaction you will receive an online confirmation of your purchase. Your order cannot be cancelled at that stage.
- 8. A returns policy applies should you change your mind about the purchase after the confirmation has been issued (see below, further information on the returns policy is provided on the ordering page). The Owner endeavours to ensure delivery to you within 4-5 working days for online orders placed before 3pm Monday to Thursday.
- 9. Your order will be delivered to the address specified by you in the online order form. The Goods will be delivered on the signature of any occupant at that address at the time of delivery. Sight&Sound does not accept any liability for any delays in delivery or for ensuring personal delivery to you.
- 10. If the delivery of the Goods ordered is delayed or has not commenced, you must notify Sight&Sound immediately upon the discovery of such by calling 012953020 or emailing info@signtandsound.ie.
- 11. No deliveries will be made to PO Boxes or to addresses outside the Republic of Ireland.
- 12. Upon submission of your details to make a purchase, our third party credit card payment agent with our partner bank carries out a credit card check. When the check is completed, we will send you an email confirming receipt of your order. This email constitutes an acceptance of your order and your credit card will be charged with the price of the Goods.
- 13. Your order may be rejected if the partner bank refuses to authorise your credit card for payment, if Goods are out of stock or for any other legitimate reason. You will be notified should this be the case.
- 14. We will send you an email confirmation that the Goods have been dispatched.

15.

 In the case of the Goods ordered being out of stock, no longer available or due to an error in the price on our website, we will inform you of this by e-mail and we will not process your order. Any payment already made for the Goods, will be refunded to you the full amount as soon as possible.

16.

1. Any error discoverable in the price of the Goods ordered will be brought to your attention and you will be given the option of continuing to purchase the Good at the correct price or cancelling your order. We will not process your order until we have been instructed by you to do so. If we are unable to contact you using the contact details you provided during the order process, we will cancel the order and send you a written notification. If the pricing error is obvious and unmistakable, we are not bound to provide the Good to you at the incorrect (lower) price.

### 4. Security

1. The details of your purchase submitted over the internet is protected by Secure Socket Layer (SSL), this is an industry standard technology designed to prevent information in transit over the internet from being intercepted. The Owner may also implement our own security procedures to prevent fraud. We reserve the right to enhance, amend and update our security procedures. Our internal security procedures include the processing of your credit card details through our third party credit card payment agents (see paragraph 12, point 1 above). This processing takes place on a server that is not accessible



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on the internet. Your information is encrypted for the processing of your transaction. Notwithstanding this, you should be aware that there are certain risks associated with internet communications. You acknowledge that the internet is a media over which we have no control. We expressly disclaim, in so far as legally permissible, responsibility for any loss or damage arising out of the loss or delay of transmissions over the internet. In respect of any other loss or damage suffered or alleged to be suffered, our liability to you shall not, to the fullest extent permissible under applicable law, exceed the value of Goods purchased.

#### 5. Returns

- 1. Sight&Sound operates a returns policy, which is compliant with the Distance Sales Regulations. Subject to you not using the Goods they may be returned in their original packaging with all the peripherals enclosed within 14 days. A full refund minus the postage will be issued to you within 14 days from the receipt of the Goods, pending the inspection of the Goods. The Owner can only refund return postage costs if a return is as a result of an error made by us or for the return of defective products. All returned products must be accompanied by a Returns Form. This can be obtained on our website or by emailing us on info@sightandsound.ie. Please note that all returns will be sent to our quality department for testing. Any Good that has been sent without its original packaging and all peripherals, has been damaged by the user or used in any way other than specified by the manufacturer will not be accepted as a return under the Distance Sales regulations and will be returned to you within 7 working days (this does not affect your statutory rights under the Sale Of Goods Acts).
- 2. Please note if returning Goods we require the original invoice or your full name and address. Without this information we will be unable to identified a returned package as yours and we will not be able to process the return/refund.

#### 6. Your Information

- 1. Sight&Sound may from time to time contact you by post, email, text message or telephone with information on new products, services, special discounts or other information we believe may be of interest to you. If you would prefer not to receive such information please let us know by unsubscribing on our website www.sightandsound.ie
- 2. We make limited use of cookies for our online services (e.g. the Online Store). For security purposes cookies are used to maintain your current session details (e.g. user name, site preferences). These cookies reside in the temporary internet file of your computer and are set to expire 30 minutes after your last action or when you elect to log off. Depending on the type of browser you are using, you may be able to configure your browser: (i) so that you are prompted to accept or reject cookies on an individual basis or (ii) to prevent your browser from accepting any cookies at all. You should refer to the supplier or manufacturer of the web browser for specific details about cookie security.