

Quotation

Quote Ref: **GRPQ13755-02**Quote Date: **15/02/2022**Contact: **Andrew Stiles**

Dan Street
Saint Nicholas Church Codsall

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E:

Here is the quote you requested.

Qty	Manufacturer	Description	Price	Total
Audio Visual Cabinet, delivered at the same time as the installation				
1	JM Supplies	3-person desk 900mm deep with lid in std veneer	£3,218.40	£3,218.40
1	JM Supplies	12U Straight Rack for end or under desk in std veneer	£702.72	£702.72
1	JM Supplies	3u Pod rack	£165.00	£165.00
1	Penn Elcom	20U 19 Inch Flat Pack Rack Cabinet 480mm/18.9" Deep R8400-20	£218.69	£218.69
1	Penn Elcom	20U Perforated Rack Door for R8400 & R8500 Racks R8460/20	£127.44	£127.44
4	B&H	1u 6-way 13A Mains Sockets to Plug Horizontal Surge Protected PDU	£34.72	£138.88
1	B&H	All Necessary Installation Fixtures & Fittings	£100.00	£100.00
Installation				
1	B&H	Systems Installation	£260.00	£260.00
1	B&H	Travel and Accommodation	£100.00	£100.00
			SubTotal	£5,031.13
			VAT	£1,006.23
			Shipping	£0.00
			Total	£6,037.36

Please contact me if I can be of further assistance.

This Quotation is valid for 30 days from the document date and is subject to our standard Terms and Conditions (Forms A&B for Equipment Sales and Installations). Copies of which are attached or have been submitted to you. Our Terms and Conditions apply at all times. All Prices are subject to VAT at the current rate. A deposit (minimum 40%) is required with confirmation of order. Such sum is not refundable in any circumstances. Generally all hardware components specified above are covered by a limited one-year manufacturer's warranty, this is by nature a "return to base" warranty requiring the customer to return defective items to our office at the customer's cost.

Notes applicable to the enclosed quotation

SFL Quotations are subject to our standard Terms and Conditions (Forms A&B for Equipment Sales and Installations). Copies of our Terms and Conditions are attached or have been submitted to you. Our Terms and Conditions apply at all times.

Quotation Validity

The attached proposal and prices are valid for 30 days from the date of the quotation.

A written 'order confirmation' and deposit will hold the price for a further three months. If an installation (or supply of equipment) is not completed within this four month period a price confirmation will be required.

Availability

Most equipment will normally be available within **8 weeks of the written 'order confirmation' being received**. If equipment is being installed then the installation itself will take place during normal working hours (weekdays only).

Schedule of works

Scheduling needs to be booked a minimum of 6 weeks in advance (subject to availability) typically agreed at deposit payment stage. Install dates will not be confirmed until the deposit is paid.

Install date changes

The impact that changes made to the on-site installation schedule by the customer are as follows:

If changes are made more than 15 working days before the scheduled start date there will be no financial penalty, but re-scheduling the install may not result in consecutive days on site and may not fit within the originally agreed time frame.

If changes are made within 15 working days before the scheduled start date there are likely to be cost penalties and re-scheduling will be as above.

Payment Terms – for Installations

Deposit

A non-refundable deposit of 40% is required with a written 'order confirmation' (before quotation expiry date).

2nd Payment

A further 40% is payable on day one of the installation.

3rd Payment

The third payment of 15% is due on hand over of the system.

Hand over is the point at which the customer is able to start using the system, even if part of the installation is still to be completed.

Final Payment

The final payment of 5% is due 30 days after final commissioning and sign off.

Final commissioning and sign off is the point where all works are complete.

Overdue Amounts

Amounts outstanding after 30 days of invoice date will automatically have interest added at the rate of 3% per calendar month, compound. This amount will be charged weekly, in advance.

Payment Terms – Supply Only!

Deposit

A non-refundable deposit of 40% is required with a written 'order confirmation' (before quotation expiry date).

Balance

The balance of 60% is due on or before collection/delivery of the goods.

Ownership

The title of all goods supplied shall not pass to the buyer until the agreed price has been paid in full.

Warranty

Generally all hardware components specified in the quotation are covered by a limited 1 year manufacturer's warranty, this is by nature a "return to base" warranty requiring the customer to return defective items to SFL's offices at the customer's cost.

Installation Wiring Warranty

All SFL installation projects come with a 5-year warranty on fixed wiring (i.e. multi-cores, termination of AV connectors and sockets). This covers defects in materials or workmanship, but not normal wear and tear. If an issue arises, the customer is responsible for contacting SFL, at which point an engineer will be scheduled to attend site and fix issues at our earliest convenience. This visit would be at SFL's cost. If the faults are as a result of normal wear and tear or mistreatment then any engineer visits will be charged as per the normal call-out costs.

VAT

The Vat figures shown have been calculated using the current rate of 20%, however the actual amount charged will be calculated using the rate which is current on the date the invoice is raised.

VAT Exemption

Supply and installation of a hearing aid loop system can be VAT zero rated, as can the supply of other associated equipment supplied and installed at the same time.

In order for the loop system to be VAT zero rated, we will need a declaration stating that it is for the use of the hard of hearing and that the customer is a registered charity (please note that most churches in the UK have charitable status).

Copies of the wording required for this declaration are available on request.

Sound Foundation Limited
trading as
SFL Group, SFL, B&H & FE
Unit 5, Headley Park 10, Woodley, Reading, Berks RG5 4SW

FORM A - GENERAL TERMS AND CONDITIONS

These are the Standard Terms and Conditions of Business for Sound Foundation Limited for the provision of goods and services. In booking Sound Foundation Limited to provide goods or services, this and any associated enclosures, annexed to these conditions, form the terms and conditions of this Agreement to which both parties agree to be bound for the provision of services contained herein.

1. Definitions

In this Agreement:

"Agreement" means the obligations and duties contained herein and the enclosures annexed hereto;

"Charges" means those outlined in the enclosure annexed to this Agreement;

"Confidential Information" means all financial, business, technical or other data and all other information (whether written, oral or in electric form or other media) concerning the business affairs of a party that the other party obtains, receives or has access to as a result of the discussions leading up to the entering into or the performance of this Agreement;

"Deposit" means the sum of 40% or such other sum as may be agreed, which shall be payable by you with the order confirmation, pursuant to Clause 6.1 and any Enclosures annexed hereto.

2. Duration of Agreement

This Agreement shall last until the completion of the agreed service from the date hereof.

3. Entire Agreement

3.1 This Agreement constitutes the entire Agreement and understanding between you and us and supersedes any previous agreement between you and us relating to the subject matter of this Agreement.

3.2 Each of the Parties acknowledges and agrees that in entering into the Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to a party for breach of warranty shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

3.3 Your booking of our services is deemed acceptance of the terms and conditions of the Agreement and shall apply irrespective of any further standard terms and conditions that may appear on any other form you submit.

4. Our Obligations

4.1 We shall, upon payment of the Deposit (if any), pursuant to Clause 6, and receipt of a signed copy of the Booking Confirmation Form, undertake to perform the following:

4.1.1 To use our reasonable endeavours to provide you with goods and services for your event/function as per our Booking Confirmation form

4.1.2 to immediately notify you in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;

4.1.3 use our reasonable endeavours to ensure that the equipment is supplied is operational.

4.2 In the event that the equipment and/or services, become temporarily un-useable or unavailable (other than as a result of accident, damage, theft or vandalism), make available replacement equipment and/or services (not necessarily of the same type and age) within 48 hours (or as soon after that as is practicable).

5. Your Obligations

You warrant that you:

5.1 will pay all reasonably incurred charges in full and VAT or any similar tax (if applicable) as and when they become payable in accordance with Clause 6 herein

5.2 will immediately notify us in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;

6. Payment

6.1 You agree to the payment of the deposit (if due). Such sum is not refundable in any circumstances but shall be deducted from the monies due to us under Clause 6.2 below;

6.2 You agree to pay the total sum as stated in the Booking Confirmation Form for our services under this Agreement, minus any deposit you have paid and you further agree to pay all reasonable extra charges, in addition to the aforementioned sum, incurred by us in fulfilling our obligations to you under this Agreement. Such monies shall be paid to Sound Foundation as cleared on or before the day of the event/function.

6.3 Notwithstanding the generality of the above clause 6.2, with respect to an engineered hire, if the duration of the event/function runs over time by more than 30 minutes, we reserve the right to charge you in accordance with clause 6 of Form C

6.4 Any additional equipment/crew/transport ordered after receipt of order confirmation whether in writing or verbally shall incur relevant additional charges as per our normal charging structure (i.e. book rate) which shall, at all times, be payable by you

6.5 In the event that we do not receive cleared funds on or before the day of the event/function/hire, we reserve the right not to perform the service, save that this clause 6.5 shall not apply to those customers who have a valid credit account with us.

6.6 We reserve the right to amend, upon giving one month's notice, the price of services supplied in line with market rates for such service and you agree that it is reasonable for us to do so

6.7 Should you fail to make a payment within 7 days of our reasonable demand, you shall pay interest, weekly, thereon at the rate of 4% above the standard base rate of Barclays Bank Plc operating at that time.

7. Cancellations

7.1 Should you cancel your event/function:

7.1.1 after having formally confirmed the event (i.e. booking confirmation form has been signed and returned, or you have supplied us with an official purchase order or any other form of written confirmation) then the amount of 20% of the full fee shall become due and payable (less any deposit already paid), immediately, pursuant to Clause 6 herein.

7.1.2 within 14 days of the date of the event/function, 50% of the full fee for the event/function shall become due and payable (less any deposit already paid by you), immediately, pursuant to Clause 6 herein.

7.1.3 within 7 days of the date of the event/function, the full fee for the event/function shall become due and payable, immediately, pursuant to Clause 6 herein.

8. Liability

8.1 Except as provided in this Clause 9, neither party shall be liable to the other, whether in contract, tort or otherwise loss or damages which are:

a) Not the fault of the other party;

b) Indirect and/or not reasonably foreseeable

c) Loss of business, profits, savings, revenue, or goodwill whether caused to the other party through any breach of this Agreement or any matter arising under it.

8.2 In respect of any liability of Sound Foundation Limited it is agreed that this is limited to the Agreed fee to be charged pursuant to Clause 6.2, the Parties, herein, agree that it is reasonable to do so

8.3 Neither Party excludes liability for negligent acts or omissions causing death or personal injury to any person.

9. Indemnities

At our discretion, you agree to indemnify us in respect of all reasonable incidental or extra costs being (to include, but not limited to, any excess payable pursuant to any claim upon our insurance policy, or theft and damage to equipment and damage or liability to Third Parties arising from the performance or part performance of this Agreement).

10. Insurance

10.1 We agree to obtain and maintain in force with a reputable Insurance Company, or a Lloyds Underwriter, all necessary insurance policies in which to fulfil our obligations arising under this Agreement.

10.2 We shall undertake to do nothing to invalidate such insurance policies and such policies will be at all times, paid up to date during the duration of this agreement.

11. Force Majeure

11.1 For the provisions of this Agreement "Force Majeure" shall mean any event or cause happening to prevent either Party performing its obligations which arise from or is attributable to acts, events, omissions or accident beyond the control of either Party.

11.2 For the purpose of clarity such acts, events, omissions or accidents are, but are not limited to, acts of God, war, hostilities (whether war declared or not), invasion, act of foreign enemies, terrorism (National and International), sabotage, riot, explosion, storm, flood, disease, or other natural disaster, Governmental control, restrictions or prohibitions or any other Governmental act or omission whether National or international, and industrial disputes of any kind.

11.3 If either Party is prevented or delayed in the performance of its obligations under this Agreement by Force Majeure, that Party shall immediately or as soon as reasonably practicable, serve notice in writing upon the other Party, specifying the nature and the extent of the circumstances giving rise to the Force Majeure and shall, upon giving this notice, suffer no liability in respect of its performance of its obligations under the Agreement, such that the performance of the obligations are prevented by Force Majeure, during the continuation of the Force Majeure events and for such time after they cease as is necessary for the affected Party, using reasonable endeavours to recommence its performance of its obligations;

11.4 Any Party claiming to be prevented from the performance of any of its obligations under this Agreement by reason of Force Majeure shall take all reasonable steps as are necessary to bring the Force Majeure event to a close or find a solution by which the Agreement may be performed despite the continuance of the Force Majeure event.

12. Termination

Either Party shall be entitled to terminate the Agreement without liability by giving notice to the other at any time if: -

12.1 That Party breaches any of these Terms and Conditions, provided that the breach is capable of remedy, the Agreement shall not be terminated unless and until the Party in breach shall have failed to remedy the breach within 14 days of such notice;

12.2 That Party makes any voluntary arrangements with its Creditors (within the meaning of the Insolvency Act 1986) or (being a Company) becomes subject to an administration order, goes into liquidation (otherwise for the purpose of amalgamation or reconstruction) or (being an individual) becomes bankrupt; or any Third Party takes possession or a receiver is appointed, over any of the property or assets of the other Party;

12.3 That Party ceases, or threatens to cease, to carry on business; or

12.4 That Party is affected by a Force Majeure event as detailed in Clause 13 of this Agreement; or

12.5 If that Party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other Party and notifies the other Party accordingly.

12.6 Termination of this Agreement or any part thereof shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuation in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after such termination.

13. Severability

This Agreement is severable in that if any provision of this Agreement is determined to be illegal or unenforceable by any Court of competent jurisdiction, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

14. Waiver

Any delay or failure to exercise a right or remedy arising under this Agreement or by operation of law does not constitute a waiver of the right or remedy or waiver of any other right or remedy. A waiver of a breach of terms or of default under this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms contained in this Agreement. Any such waiver of a breach or default under this Agreement shall not prevent a Party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies arising under law.

15. Contracts (Rights of Third Parties) Act 1999

Both Parties hereby acknowledge and agree to contract out of the Contracts (Rights of Third Parties) Act 1999, and that any rights arising from the said Act in respect of any Third Parties are void and shall have no application to this Agreement.

16. No Partnership / Agency

Nothing in this Agreement is intended or shall operate to create a Partnership or joint venture of any kind between the Parties, or authorise a Party to act as Agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any warranty, representation, assumption of obligation or liability or the exercise of any right or power).

17. Variation

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or representative of both Parties.

18. Interpretation

In this Agreement (except where the context requires);

Any enclosures (as amended from time to time) shall form part of this Agreement and shall be construed and shall have the same force and effect as if it was set out in the main body of this Agreement, and any

reference to this Agreement includes the Enclosures;

References in this Agreement to any Clause shall be deemed to be a reference to the enclosures of this Agreement;

Use of the singular includes the plural and vice versa;

Use of gender includes other genders;

Any phrase introduced by the terms "including", "include", "in particular" or an similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

Any statement qualified by a reference to a Party's state of knowledge belief or awareness shall be deemed to include an additional statement that it has been made after due and careful enquiry.

19. Law

This Agreement shall be governed and construed in accordance with the Law of England.

Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

FORM B - TERMS AND CONDITIONS OF SALE

These are the Terms and Conditions for the sale of goods to you by Sound Foundation Limited. You agree and acknowledge that at all times this Form B and the terms and conditions herein shall be read in conjunction with and form part of the General Terms and Conditions of Sound Foundation Limited (Form A), of which you hereby acknowledge receipt.

For the avoidance of doubt, if there is a conflict between this Form B and the General Terms and Conditions the provisions of this Form B shall prevail.

1. Acceptance

By entering into this Agreement, you agree the following:

1.1 All orders are accepted and goods supplied, subject to the provisions of Form A and the following express terms and conditions, "AS IS" and on the basis they are from a bona fide company, trading entity or professional end-user.

1.2 You warrant that you understand that Sound Foundation Limited's products are generally unsuitable for domestic applications and you warrant that, before purchase, you have checked and are satisfied with the suitability of the good(s) intended to be used.

2. Orders

You agree that all orders are accepted at prices current at the date of despatch and that:

2.1 you will pay any and all charges for carriage;

2.2 you will mark all Orders sent in confirmation of telephoned instructions with the word "CONFIRMATION". Sound Foundation Limited shall not accept responsibility for your failure to do this resulting in any duplication of despatch.

2.3 in the event of any duplication of dispatch, orders may be accepted back for credit, provided all product packing remains unopened and goods are received by us in 'as new' condition and;

2.4 if in the event that duplication of dispatch occurs pursuant to sub-clause 2.3 above, you agree that all returns will be subject to a standard returned goods handling charge of 20% (or £10.00, whichever is the greater).

2.5 you agree that we may levy a higher handling charge if the returned product packaging is opened or damaged.

3. Extra Costs

Further to the provisions of clause 9 of Form A, you agree that in the event of any variation or suspension of orders through your instructions, or lack of instructions to us, we may increase the price of goods to cover any extra expenses incurred by us.

4. Cancellations

Notwithstanding the provisions of Clause 7 of Form A, you acknowledge and agree the following shall apply to the provision of goods under this Form B:

4.1 Any cancellation of an order may be accepted or refused at our discretion

4.2 Any such acceptance shall be subject to payment by you of a cancellation charge representing our loss of profit on the transaction and any administrative costs involved, you further agree that it is reasonable for us to charge such a cancellation fee.

4.3 Any waiver of the cancellation charge is at our discretion only.

5. Despatch Dates

5.1 You agree that time is not of the essence and further acknowledge that any times quoted for despatch are to be treated as estimates only.

5.2 We will use our best endeavours to meet these estimated times for despatch, however you agree that we shall not be liable for failure to despatch within the time quoted.

6. Risk

You agree that risk in the goods passes to you at the time of despatch

7. Terms of Payment

Further and in addition to Clause 6 of Form A you agree that:

7.1 all invoices shall be payable immediately (or by return) following the date stated on the invoice subject always to the provisions of Clause 6.5 of Form A

7.2 no goods will be dispatched until payment received by us, unless you operate a credit account with us

7.3 if shipments are made in instalments, each instalment shall be separately invoiced and paid for when due, without regard to other shipments

7.4 when your account exceeds our payment terms, we may charge interest on the outstanding balance at the rate pursuant to clause 6.7 of Form A.

7.5 we may our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.

7.6 an administration fee of £15 will be added to each invoice raised for interest charged due to late payment and you agree that it is reasonable for us to charge this.

8. Ownership

The property in goods supplied by us shall not pass to you until the agreed price has been paid in full. You hereby agree that Acceptance of goods is deemed to be an acceptance of this clause.

9. Warranties

9.1 All products supplied by Sound Foundation Limited carry a 12 month guarantee against faulty parts or workmanship, save as to second hand goods which carry a warranty of 3 months only.

9.2 We will use our best endeavours to secure all benefits available in substitution for and to the exclusion of any claim or remedy which might otherwise be available to you.

9.3 Your entitlement to a refund, replacement or repair will be governed by 'The Consumer Rights Act 2015'. This means (in simple terms) that if the goods are of un-satisfactory quality, unfit for purpose or not as described then in the first 30 days you are entitled to a full refund, after 30 days there is a right to repair or a replacement (in the first instance) with a refund available if this proves un-satisfactory. For more information please refer to <http://www.legislation.gov.uk/ukpga/2015/15/contents/enacted>

9.4 Notwithstanding the generality of the above, in the case of defect or faulty workmanship in products supplied by us you agree that:

9.4.1 your remedy against us shall be limited to that available to and received by us under any guarantee or warranty given to us by the manufacturer or suppliers thereof, and what is required by the us under 'The Consumer Rights Act 2015'

9.4.2 all items which are the subject of a warranty claim must be returned freight prepaid by you to our Reading offices, with details of the invoice covering the purchase and a description of the problem.

10. Acceptance of goods

10.1 You agree that:

10.1.1 you must inform us, in writing, within 48 hours of delivery of goods of any discrepancy or damage.

10.1.2 should you fail to notify us within 48 hours of delivery, thereafter we will not be liable for such discrepancy or damage and reserve the right not to rectify any discrepancy or damage

10.2 In the event of the goods suffering damage in transit, you agree to:

10.2.1 you will notify us as soon as practicable

10.2.2 make a claim against the Carrier within 48 hours of receipt. Please note that should this event occur, you will need to retain all packing and contents for inspection.

10.3 If the goods are not received by you within six days of the date of invoice, you agree that you shall notify us and the carrier of the problem.

11. Return of Goods

11.1 You agree that:

11.1.1 all goods correctly supplied in accordance with your instructions should not be returned without our written consent and that you will supply detailed reasons for the return of the goods

11.1.2 any return of the goods is entirely at our discretion and, save as to any statutory rights you may have, you further agree that you have no automatic right to return the goods

11.1.3 upon returning goods for whatever reason, you will pay our returned goods handling charge of 20% (or £10.00, whichever is the greater) and you further agree that it is reasonable for us so to do.

11.1.4 Notwithstanding the generality of the above, clause 11.2 is subject at all times to the provisions of clause 2 above.

11.1.5 in the event that the goods supplied are of unsatisfactory quality, unfit for purpose or not as described, you have a right to reject the goods and obtain a full refund (this right is limited to 30 days from the date of purchase, after the initial 30 days you can't demand a full refund in the first instance but you still have the right to a repair or replacement)

11.2 You further agree that all goods ordered to your specification (i.e. custom goods) cannot be refunded.

12. Risk

12.1 The risk in the goods passes to you upon collection of the goods from us.

12.2 Notwithstanding the generality of the above clause 12.1, if in the event that we deliver the goods by courier to you, the risk in the goods will remain with us until delivery, save that in such an event, you agree to pay a premium for any excess insurance to cover the cost of the goods in transit.

13. Specifications of Products

13.1 We will use our best endeavours to provide correct specifications in relation to all goods at the time of going to press.

13.2 Notwithstanding the generality of the foregoing clause 12.1, you acknowledge that all products and product ranges are subject to manufacturer's policies of "continuous improvement", and further you agree that it is reasonable for us to alter such specification without notice.

14. Statutory Rights

These conditions do not reduce or diminish any statutory rights or duties under 'The Consumer Rights Act 2015' or Common Law rights of either party.