

Playability - Terms and Conditions

Our Terms and Conditions are subject to change at any time.

Use of Playability's services indicates the Customer's acceptance of these Terms and Conditions.

DEFINITIONS

PLAYABILITY and **OUR** refers to John Durham t/a Playability

CUSTOMER is any person or entity who makes a purchase from or uses the repair services of Playability. This includes any customer who receives advice, quotation, instrument on approval and any pro bono work.

EQUIPMENT DROP-OFF/PICK-UP

- All items must be brought to our location, unless otherwise agreed.

QUOTATIONS AND ESTIMATES

- We offer a repair service based on parts and labour. An estimate can be provided free of charge upon request.
- Quotations and estimates are issued subject to the price and availability of the necessary components required at the time the repair work commences.
- If an estimate is requested, a quotation of the likely charges will be offered as soon as diagnostic work has been carried out, on the understanding that this may be subject to change as work progresses. This is because sometimes hidden or further faults only become apparent after earlier problems are resolved.

REPAIR

- Playability agrees to use all reasonable endeavours to service or repair the item(s) and/or to remedy any faults as reported by the Customer.
- Any repair is subject to availability of the necessary parts.
- Intermittent defects can sometimes be difficult to resolve. Work will only be accepted on the understanding that there is no guarantee of a successful outcome and that if an intermittent fault reoccurs, then work will only continue at the Customer's request and further expense.
- Items that are covered under a retailer or manufacturer warranty should normally be returned to the retailer or manufacturer during the warranty period. Customers are advised that many retailer or manufacturer warranties will be void if the item is worked on by anyone else. By bringing items to Playability for repair the Customer is authorising Playability to make agreed repairs and alterations and is accepting that this may void any retailer or manufacturer warranty they have.

COMPLETION TIMES

- When equipment is initially received for repair, and at subsequent stages, we will give an approximate indication of the time to carry out work, but this will be subject to change as work progresses. This could be extended due to many factors outside our control, such as other problems becoming apparent, delays acquiring spare parts etc. If within this period the Customer decides to cancel the repair, the Customer is liable to pay for time spend and any parts ordered before that point.

- We will always try to meet the urgent needs of customers, but strict deadlines for the completion of work cannot be guaranteed. Customers should therefore make contingency plans in the event of delays.

REPAIR CHARGES

- The Customer will be charged for repair materials, replacement parts and labour at the rates set by Playability.
- The charges for all services provided do not include any carriage/delivery charges. Any deliveries will be subject to additional cost, and only available upon arrangement and agreement with Playability.
- Prices are subject to alteration by Playability at any time without prior notice.
- All due payments, unless otherwise agreed, must be paid on or before collection by the Customer. Items cannot be released until full payment has been received.
- Playability is not VAT registered
- Goods sold by Playability will remain property of Playability until paid in full.

SALE of GOODS

- Goods are only offered on trial where this is explicitly stated on the invoice.
- Where goods are offered on a trial basis they must be paid for in full or returned in person to Playability within one week, unless alternative arrangements are confirmed in writing by Playability.
- By accepting goods on trial the Customer undertakes to pay in full for any loss or damage however caused to the goods from when they remove the item from Playability until they are accepted back by Playability at the end of the trial period. Any payment for loss or damage will become due at the end of the trial period. Customers are advised to ensure they have adequate insurance in place to cover any losses as a result of damage or loss to good taken on a trial.
- All sales are final and Playability is under no obligation to refund any goods other than required to do so by law.
- All goods remain property of Playability until paid in full

PRO BONO WORK (free of charge work and advice)

- Where Playability agrees to provide pro bono work (goodwill, free of charge work or gifted items) this is subject to the Customer accepting that no warranty will be offered by Playability on any repair or gifted item.
- Where advice is offered this is done so with the intention of helping the customer make informed decisions. While Playability will make all reasonable effort to make sure any advice given is accurate and / or of benefit to the Customer it is offered subject to the Customer accepting all responsibility for any decision that the Customer makes.

COLLECTION AND UNCOLLECTED ITEMS

- When the item is ready for collection Playability will contact the Customer by telephone or email, as specified by the Customer. The Customer and Playability agree

reasonable times during normal working hours when the product will be collected from Playability's premises.

- Due to an obvious limit on the physical space available on our premises, unless otherwise agreed, items must be paid for and collected within 14 days. Where a customer has not paid and collected and item for more than 14 days, Playability will make reasonable effort to contact them using the contact details provided. If after 90 days from completion of the repair and despite reasonable efforts to contact the customer the repair remains unpaid or the item uncollected then title will be passed to Playability and the item will be sold or otherwise disposed of in order to cover the cost of the repair, storage and administration.
- The Customer must inform Playability if their contact details change to avoid the item being uncollected.

WARRANTY

- Playability warrants that any repair made hereunder shall be free of defect in material and workmanship for the period of three calendar months after collection.
- The repair warranty does not cover any other faults not previously reported by the customer, any faults unrelated to the primary repair, or any new faults developed during the warranty period.
- Playability warrants that any second hand instrument sold by Playability shall be free of material defects for a period of six months from the date the instrument was purchased.
- The repair and second hand warranty excludes wear and tear, physical damage, any damage due to incorrect use or misuse, atmospheric conditions, animal infestation or infection and any damage due to unauthorised repair or attempt to repair.
- Second hand instruments will only be covered by the warranty where the Customer ensures that the instrument is cared for by properly swabbing the instrument dry every time it has been played; keeping the instrument in its case whenever it is not being played; limiting playing of wooden bodied instruments to 30 minutes per day for the first two weeks of playing during trial and after purchase of an instrument (to minimise the risk of cracking).
- Silver, Nickel, Brass and other metals tarnish over time and no warranty is given against tarnish or changes to surface appearance.

LOSS/DAMAGE/LIABILITY

- All items will be treated with care and consideration. In any instances of loss or damage for which Playability is responsible will be limited to the replacement value of an equivalent item or repair of the specific item. In no circumstance will the liability exceed the cost of replacing the item with an item of equivalent value.

PRIVACY POLICY

- Our Privacy Policy can be found at playability.co.uk