skyneNOISE SOLUTIONS LTD. TERMS AND CONDITIONS OF SALE

Where to find information about us and our products
You can find information about us, Noise Solutions Ltd (registered in England and Wales, company number 3483481, registered office Silver Glade, Arford Road, Headley Hampshire GU35 8HG. and our products on our website (www.noisesolutions.co.uk) or from our sales staff before you order.

In these terms, **goods** means acoustic hardware (such as acoustic enclosures, louvres, attenuators, noise barriers and screens, absorptive panels and other noise and vibration control products) which we may design, make, supply and, where agreed, install. **Bespoke goods** means goods designed, manufactured or adapted to your specification, drawings, site dimensions or acoustic requirements. **Standard goods** means goods from our standard range supplied without such design, manufacture or adaptation. Unless our quotation expressly identifies goods as standard goods, all goods are bespoke goods. **Services** means our acoustic consultancy services, such as environmental noise and vibration surveys, BS 4142 and planning noise assessments, building and building services acoustics, acoustic design, testing, monitoring and related reports and advice. **Products** means goods, services or both. We confirm key information to you by email before you order.

We don't give business customers all the same rights as consumers
For example, business customers can't cancel orders, have different rights if there is a problem with a product, and are not compensated in the same way for losses caused by us or our products. Where a term applies only to businesses or only to consumers, we say so. You are a business customer if you buy wholly or mainly for your trade, business, craft or profession, even if you are an individual.

What our contract with you is made up of
Our contract with you consists of these terms, your order, our written quotation or fee proposal (including any attached scope of work, specification or drawings) and our order acknowledgement. Our quotation is not an offer; your order is your offer to buy, which we accept as described in *We only accept orders when we've checked them*. Unless it says otherwise, our quotation remains open for 30 days from its date, after which we may withdraw or revise it. If the scope of work, specification, price or programme in our quotation or fee proposal conflicts with these terms, the quotation or fee proposal prevails to that extent.

If you are a business customer, these terms apply instead of any other terms you try to impose (for example, in your purchase order or subcontract documents) or that are implied by trade, custom or course of dealing. Any change to them is binding only if agreed in writing by one of our directors, except changes agreed under *Changes to the goods or services*.

We only accept orders when we've checked them
We only accept orders placed by email. Orders placed any other way (including by telephone, post or in person) are not valid until you confirm them to us by email. We will email you to confirm receipt of your order and again to confirm acceptance (usually by sending our order acknowledgement). Our contract with you is formed only when we send that confirmation and acknowledge/accept quotation. We correspond with you by email, and in these terms "writing" or "written" includes email.

Any notice you give us under these terms must be emailed to hello@noisesolutions.co.uk, and we will send notices to the email address you gave when ordering (or any other address you later tell us by email).

Sometimes we reject orders
Sometimes we reject orders, for example, because standard goods are unexpectedly out of stock, because we cannot design or make bespoke goods to the specification or programme you require, or because you are located outside the UK.

We charge you when we deliver your products, or provide services
However, for some products we take payment at regular intervals, as explained during the order process. If your product is goods, ownership passes to you as set out in *When risk and ownership of goods pass to you*. If you're a new client, we may charge you when you place an order, and we will tell you before we accept it.

Prices and payment terms
Unless otherwise agreed in writing, prices quoted to business customers exclude VAT, which is payable in addition. We agree payment terms for each contract and set them out in our quotation. If you are a new client, we may require you to pay against a pro forma invoice before we supply the products. Unless our quotation says otherwise, we require a 50% deposit when we accept your order. We invoice the balance on completion of delivery, installation or the services (as applicable), payable within 30 days of the invoice date. For larger projects, we may invoice in stages for work completed, reports issued and materials delivered to site, in line with any payment schedule in our quotation.
If you are a business customer and you dispute any part of an invoice in good faith, you must pay the undisputed part by the due date and tell us in writing of the disputed amount and your reasons within 10 days of the invoice date.

If you are a business customer you have no set-off rights
If you are a business customer you must pay all amounts due in full without set-off, counterclaim, deduction or withholding (except tax required by law, or any amount disputed in good faith under *Prices and payment terms*).

We charge interest on late payments
If you pay late, we charge interest on the overdue amount at 4% a year above the Bank of England base rate from time to time (or 3% a year above that rate if you are a consumer). Interest accrues daily from the due date until actual payment, whether before or after judgment, and is payable with the overdue amount. If you are a business customer, we may also suspend further deliveries, installation or services until you have paid in full and require payment in advance for future orders.

We pass on increases in VAT
If the VAT rate changes between your order date and the date we supply the product, we adjust the VAT you pay, unless you have already paid in full before the change takes effect.

Products can vary slightly from their pictures and acoustic performance data is indicative
A product's true colour or finish may not exactly match that shown on your device or in our marketing, and its packaging may differ slightly. Bespoke goods are made to the approved drawings and specification, and dimensions of all manufactured acoustic hardware may vary within normal manufacturing tolerances. Any acoustic performance data we provide (such as

sound reduction index, insertion loss, noise reduction coefficient or reverberation time) is derived from laboratory testing, manufacturers' data or calculation and represents expected performance under the stated test conditions. Actual performance on site may vary because of site conditions, flanking transmission, the building construction, the operation of noise sources and work by others, which are outside our control unless we designed and installed the complete solution.

We charge you if you don't give us information we need or do preparatory work as agreed with us
We may charge you reasonable additional sums if you don't give us the information we've asked for about access to your property for delivery, installation or services, or don't do the preparatory work for installation agreed with us; for example, if we need to re-deliver on another vehicle or with extra staff, or reschedule services.

Changes to the goods or services
Either of us may ask for a change to the goods, the services or the specification. A change is binding only once we have both agreed it and we have confirmed it in writing, setting out any change to the price and programme. If you ask for a change to bespoke goods after approving the drawings, you must pay for any design work, materials or manufacture already carried out that is wasted as a result.

Bespoke goods: specifications, approval and cancellation

Approving our drawings. Before manufacturing bespoke goods, we may email you drawings or a specification for approval. You must check them carefully and, within 5 working days, approve them or tell us of any required changes. We will not start manufacture until you approve them, and any lead time runs from your approval. Once approved, the drawings and specification form part of our contract, and we are not responsible for any error or omission in them that you could reasonably have identified on approval.

Cancelling bespoke goods. Because bespoke goods are made specifically for you and cannot usually be resold, you may not cancel an order for them once we have accepted it unless we agree in writing. If we agree, you must pay for all design work carried out, materials ordered and manufacture completed or in progress up to cancellation, plus any cancellation charges from our suppliers, and we may deduct these sums from any deposit paid. This does not affect any right you have as a consumer under *If you are a consumer, you have a legal right to change your mind because we accept orders by email only*.

How we provide our consultancy and assessment services

Scope of services. We provide the services described in our quotation or fee proposal. Anything else (for example, extra site visits or monitoring locations, revising a final report, attending meetings, planning committees, appeals or public inquiries, or liaising with third parties beyond what is stated) is additional work, charged at our then-current rates.

Professional standards. We carry out our services with the reasonable skill, care and diligence of a competent acoustic consultant, using suitably qualified and experienced staff and following the relevant British Standards and recognised guidance current at the date of our quotation.

Survey and assessment results. Noise and vibration measurements reflect the conditions when and where they were taken (including weather, background noise and operation of noise sources), and our assessments and predictions rely on information from you and others. Unless we expressly agree otherwise in writing, we do not guarantee any particular outcome, such as planning permission, discharge of a planning condition, the outcome of a noise complaint, or acceptance of our work by a local authority or other regulator.

Reports and other deliverables. Our reports, calculations, designs, drawings and other deliverables are prepared for you only, for the purpose and project stated in our quotation, and your right to use them is set out in *We own the intellectual property in our work*. No one else may rely on them unless we agree in writing (for example, by a reliance letter, for which we may charge). We are not responsible for any deliverable altered by anyone else, or relied on after the site, plant, operating conditions or relevant guidance have materially changed. Drafts are for your comment only and may not be relied on until issued as final.

What we need from you for our services. You must give us timely and safe access to the site (and, where reasonably needed, to neighbouring land or premises) and provide any drawings, plant data, operating schedules and other information we reasonably request. We are not responsible for delay or inaccuracy caused by your failure to do so.

Delivery and installation of acoustic hardware

Delivery. If you are a consumer, we will deliver within the time agreed or, if none is agreed, without undue delay. Lead times for bespoke goods depend on the specification; we will tell you the estimated lead time before accepting your order, and it runs from the latest of your approval of our drawings (see *Approving our drawings*), receipt of any deposit and receipt of all information we need from you. We will confirm the (usually shorter) lead time for standard goods in our quotation. If you are a business customer, any delivery and completion dates we give are estimates only and time for delivery is not of the essence unless we expressly agree in writing. We may deliver in instalments; for business customers, each instalment is a separate contract and a delay or defect in one does not entitle you to cancel any other. You must ensure the site is ready on the agreed date, with suitable access, unloading facilities and secure storage (see also *We charge you if you don't give us information we need or do preparatory work as agreed with us*).

Inspecting goods on delivery (business customers). If you are a business customer, you must inspect the goods on delivery and tell us in writing of any shortage, damage or discrepancy within 3 working days, failing which the goods will be treated as accepted as to quantity and apparent condition.

Installation. Where we install goods, we do so with reasonable care and skill, in line with the specification and good industry practice. At your own cost, you must ensure the site is suitable for installation (including that earlier trades have finished), provide reasonably required welfare facilities, power and lighting, and coordinate our work with other contractors. We are not responsible for delay, extra cost or defects caused by other contractors, undisclosed site conditions, or instructions from you or your agents that depart from the specification.

Health and safety. Where our work is construction work under the Construction (Design and Management) Regulations 2015, each of us will comply with our duties under those regulations. If you are a business customer, you must ensure the client,

principal designer and principal contractor duties are properly appointed and carried out, and give us relevant pre-construction information and access to the construction phase plan. Our staff will follow site health and safety rules and inductions notified to us in advance.

When risk and ownership of goods pass to you

Risk. Goods are your responsibility from delivery to your site. Where we also install them, we remain responsible for making good any damage we cause during installation. If you are a business customer, you must insure the site, existing structures and the goods once they are your responsibility.

Ownership. You will own goods once we have received payment in full for them or, if you are a business customer, once we have received payment in full, in cleared funds, for those goods and all other sums you owe us. Until then, you must hold the goods for us, store them separately and identified as ours, and not remove any identifying marks. Your right to possess the goods ends if you fail to pay any sum when due or become insolvent, and we may (after reasonable notice, except in an emergency) enter your premises or the site to recover goods not yet fixed or incorporated into a structure. Fixing or incorporating goods does not affect our right to be paid for them.

If you are a consumer, you have a legal right to change your mind because we accept orders by email only

Your legal right to change your mind. As we accept orders by email only, if you are a consumer you have a legal right to change your mind about standard goods and services and get a refund of what you paid, including delivery costs, subject to the conditions below. This right does not usually apply to bespoke goods (see *When you can't change your mind*).

When you can't change your mind. You can't change your mind about an order for:

- services, once these have been completed, if you asked us to start them during the cancellation period and acknowledged you would lose your right to change your mind once they were completed;
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- bespoke goods, or any other goods that are made to your specifications or are clearly personalised, such as acoustic enclosures, louvres, attenuators or panels designed or manufactured to bespoke site dimensions; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after:

- the day we deliver your product, if it is **goods**. If the goods are split into several deliveries over different days, the period runs from the day of the last delivery.

- the day we confirm we have accepted your order, if it is for a **service**, for example our consultancy services.

How to let us know. Contact us by email to hello@noisesolutions.co.uk before the deadline.

You have to return the product at your own cost. This applies only to standard goods, as bespoke goods cannot be returned on a change of mind. You must return standard goods to us within 14 days of telling us you have changed your mind, at your own cost unless we offered free returns when you bought them. You can:

- bring the product to one of our warehouses (find the one nearest to you by contacting us); or

- send the product back to us using an established delivery service. Keep a receipt or other proof of when you sent it. If you don't, and we don't receive the goods at all or within a reasonable time, we won't refund you the price. For help with returns, including collection of goods which can't be posted, contact us.

We only refund standard delivery costs. For example, we don't refund any extra you have paid for express delivery or delivery at a particular time.

You have to pay for services you received before you change your mind. If you asked us to start a service (such as consultancy) during the cancellation period, you must pay us a proportionate amount for the services provided before you told us you'd changed your mind.

We reduce your refund if you have used or damaged a product. If you handle the product beyond what is needed to check its nature, characteristics and functioning, we may reduce your refund to reflect its reduced value, for example if it is not "as new" and resaleable. In some cases, no refund may be due.

When and how we refund you. For services, or goods not yet delivered or that we are collecting, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. For goods you send back, we refund you within 14 days of receiving them (or evidence you've sent them). We refund using your original payment method, free of charge.

You have rights if there is something wrong with your product Contact us. If you think something is wrong with your product, contact us by email to hello@noisesolutions.co.uk.

Your rights and remedies if you are a consumer. We must provide products that are as described and meet all legal requirements. Your key legal rights are summarised below and are subject to certain exceptions. For details, visit Citizens Advice at www.citizensadvice.org.uk. See also *You have several options for resolving disputes with us*.

Summary of your key legal rights
If your product is **goods**, for example acoustic hardware, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following: - Up to 30 days: if your goods are faulty, then you can get a refund. - Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases. - Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. If your product is **services**, for example our consultancy services, the Consumer Rights Act 2015 says: - You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

Your rights if you are a business. We warrant that on delivery, and for 12 months from delivery (or, where we install the goods, from completion of installation) (**warranty period**), any products which are goods shall:

- conform in all material respects with their description and any relevant specification;
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

If you tell us in writing during the warranty period (which, for services, runs from completion of the services) that our services did not meet *Professional standards* or (for installation) *Installation*, we will, at our option, re-perform them or refund the price paid for them, and this is your only remedy for that failure. Any longer warranty period in our quotation, or any manufacturer's warranty we pass on to you, applies instead.

Your remedies if you are a business. Unless an exception applies (see *Exceptions to business customers' warranty*), if:

- you give us written notice during the warranty period, within a reasonable time of discovery, that a product does not comply with the business customer warranty (see *Your rights if you are a business*);
- we are given a reasonable opportunity of examining such product; and
- you return such product to us at our cost or, for bespoke goods installed or fixed at the site, allow us access to the site to inspect and remedy it there,

we will, at our option, repair, replace or fully refund the defective product, and this is your only remedy for breach of the warranty. These terms apply to any repaired or replacement products.

Exceptions to business customers' warranty. We will not be liable for a product's failure to comply with the business customer warranty (see *Your rights if you are a business*) if:

- you make any further use of such product after telling us it is non-compliant;
- the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- the defect arises because we followed any dimensions, measurements, drawing, design or specification supplied by you or for you, or approved by you under *Approving our drawings*;
- you alter or repair the product without our written consent;
- the acoustic performance of the product is affected by building or construction work carried out by you or a third party (including gaps, penetrations, flanking paths or alterations after installation) or by site conditions not disclosed to us; or
- the defect arises because of fair wear and tear, wilful damage, your negligence, or abnormal working conditions.

We can change products and these terms

Changes we can always make. We can always change a product or these terms to make minor technical adjustments and improvements, for example to correct errors or omissions, provided this does not materially affect your use of the product or your or our rights.

Changes we can only make if we give you notice and an option to terminate. We can also make the following changes after notifying you, in which case you may end the contract before the change takes effect and receive a refund for any products paid for in advance but not received:

- changes to reflect developments in relevant laws and regulatory requirements; and

- changes to the specification, components or materials of acoustic hardware where the original component or material is no longer reasonably available, provided the change does not materially reduce the acoustic performance or quality of the goods.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We will tell you in advance (unless the problem is urgent or an emergency), keep any suspension as short as possible, and not charge you for products not supplied during it. If a suspension lasts, or we tell you it is likely to last, more than 30 days, you may end the contract and receive a refund for products paid for but not received. We may suspend supply to:

- deal with technical problems or make minor technical changes;
- protect the interests of third parties; or
- make changes to the product, including updates to reflect changes in relevant laws and regulatory requirements (see *We can change products and these terms*).

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- you don't pay any amount when due and still don't pay within 14 days of our reminding you that payment is due;

- you don't, within a reasonable time of our request, provide us with information, cooperation or access we need to provide the product, for example, access to the site, drawings or plant data;

- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us; or

- you are a business customer and you become insolvent, enter administration, liquidation or any similar procedure, or stop carrying on business.

If we end the contract because of your default, you must pay us for goods delivered and services performed up to termination, plus the cost of all bespoke goods (including work in progress) and materials ordered or made for you and our reasonable demobilisation costs. Either of us may also end the contract by written notice if the other commits a material breach and fails to remedy it within 14 days of written notice.

We don't compensate you for all losses caused by us or our products

Our liability to consumers. If we break this contract, we are responsible for foreseeable loss you suffer as a result, but not for loss that is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

- **Caused by a delaying event outside our control**. As long as we have taken the steps set out in *We're not responsible for delays outside our control*.

- **Avoidable**. Something you could have avoided by taking reasonable action, for example damage to acoustic hardware or loss of acoustic performance you could have avoided by following our installation, operation or maintenance instructions, or by telling us about relevant site conditions.

Our liability to businesses. If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, business, contracts or anticipated savings, any loss arising from delay to or refusal of planning permission or other regulatory approval, or any indirect or consequential loss arising under or in connection with any contract between us; and

- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total price paid or payable by you under the contract in question.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- defective products under the Consumer Protection Act 1987;
- for consumers, breach of your statutory rights under the Consumer Rights Act 2015; or
- any other liability that cannot legally be limited or excluded.

No implied terms about goods (business customers). If you are a business customer, except as expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

Your responsibility for information you give us (business customers). If you are a business customer, you indemnify us against any loss, claim or damage arising from inaccurate or incomplete information, dimensions, measurements, drawings, designs or specifications provided by you or for you (including for bespoke goods), or from your failure to meet your site obligations under *Delivery and installation of acoustic hardware*.

Our insurance. We maintain employers' liability and public liability insurance and, where we provide services, professional indemnity insurance, at levels we consider appropriate to our business, and we will provide evidence of cover on reasonable request.

We own the intellectual property in our work. All intellectual property rights in the reports, calculations, acoustic models, designs, drawings, specifications, measurement data and other materials we prepare remain with us (or our licensors). Once you have paid for them in full, you may use them on a non-exclusive, non-transferable basis for the purpose and project for which they were provided, including submitting them to any planning or regulatory authority for that project. You must not use them for any other project or site, or copy, adapt or reverse engineer our bespoke designs, without our written consent. We may use anonymised measurement data and general know-how gained from the services in our wider business.

We each keep the other's information confidential. Each of us will keep confidential all information of a confidential nature disclosed by the other in connection with our contract and will only disclose it as needed to perform the contract (including to our respective employees, subcontractors and professional advisers who need to know it and are bound by confidentiality obligations, and to planning or regulatory authorities where that is part of the services) or as required by law. This does not apply to information that is or becomes public other than through a breach of these terms.

We use your personal data as set out in our Privacy Notice
How we use any personal data you give us is set out in our Privacy Notice: [*link to privacy notice*]

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and, if you are a consumer, we'll ensure the transfer won't affect your rights. If you're a consumer and unhappy with the transfer, you can end the contract within 30 days of us telling you and we will refund any advance payments for products not provided.

You need our consent to transfer your rights to someone else. You may only transfer or subcontract your rights or obligations under these terms with our written agreement. We may subcontract any part of the goods or services (for example, manufacture or specialist installation), but remain responsible to you for our subcontractors' work.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it, and neither of us needs anybody else's agreement to end or change it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

We're not responsible for delays outside our control
If an event outside our control delays our supply of your product, such as extreme weather, fire, flood, epidemic, strikes, utility failure, cyber-attack or failure of IT systems, shortages of materials or components from our suppliers, transport disruption, or delays caused by other contractors on site, we will tell you as soon as possible and do what we can to reduce the delay. If we do this, we won't compensate you for the delay, but if it is likely to be substantial you can contact us at hello@noisesolutions.co.uk to end the contract and receive a refund for any products paid for in advance but not received.

If you are a business customer this is our entire agreement with you
If you are a business customer, these terms are the entire agreement between us about your purchase. You confirm that you have not relied on any statement, promise, representation, assurance or warranty by us or on our behalf that is not set out in these terms, and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any such statement. Nothing in this clause limits or excludes liability for fraud.

You have several options for resolving disputes with us

Contacting us first. Please contact us first by email to hello@noisesolutions.co.uk, and we will do our best to resolve any problems you have with us or our products.

Alternative dispute resolution for consumers. If you are a consumer and we cannot resolve your complaint directly, we may refer it to an alternative dispute resolution provider, details of which we will give you at that stage. You can also get guidance from Citizens Advice (www.citizensadvice.org.uk).

Technical disputes with business customers. If you are a business customer and a dispute about the acoustic performance of goods or the technical content of our services is not resolved within 28 days of either of us notifying the other, either of us may refer it to an independent expert who is a member of the Institute of Acoustics, agreed between us (or, failing agreement, nominated by its President). The expert acts as an expert, not an arbitrator; their costs are shared equally unless they decide otherwise; and their decision is binding except for fraud or manifest error.

You can go to court. These terms are governed by English law. If you are a consumer, you can bring claims against us in the English courts and, if you live in Wales, Scotland or Northern Ireland, also in the courts of the country where you live, and we can claim against you in the courts of the country where you live. If you are a business, you irrevocably agree that the English courts have exclusive jurisdiction over all disputes arising out of or in connection with our contract.