

Terms and Conditions for Repair/Restoration Work carried out by Matthew Padden trading as
Matt's Keyboard Repair (MKR)

SERVICES PROVIDED

1. These Terms and Conditions and the Estimate shall form the contract ("the Contract") between MKR and the Customer.
2. The work undertaken by MKR shall be limited to that agreed in writing by MKR and the Customer in advance and detailed in the written Estimate. All repairs and restoration work ("the Services") shall be carried out in accordance with the age and condition of the equipment provided by the Customer ("the Equipment"). The performance and longevity of the Equipment repaired or restored by MKR shall be commensurate with the age, condition and original specifications and capacity of the Equipment.
3. MKR shall, where reasonably practicable, use original replacement parts and materials which are to the same specification as the original parts and materials comprising the Equipment. Where it is impossible or not reasonably practicable for MKR to obtain original replacement parts or materials, MKR shall be entitled to use modern and/or alternative parts or improvised materials in carrying out the Services. MKR shall use all reasonable endeavours to ensure that any replacement parts or materials are sympathetic to the original design of the Equipment.
4. Where MKR deems it necessary to alter the original specification or configuration of the Equipment in order to ensure the safe operation of electrical Equipment, MKR shall advise the Customer in writing in advance. MKR shall be under no obligation to carry out any electrical work which it reasonably considers to be unsafe or in breach of any legislative safety requirements.
5. MKR will use reasonable endeavours to undertake all work comprising the Services in-house. However, where MKR, in its absolute discretion, considers it necessary to sub-contract work to a third party, it shall be entitled to do so. All costs and outlays associated with the instruction of any sub-contractor shall be notified to and agreed with the Customer in writing in advance.
6. All intellectual property rights howsoever arising in connection with the provision of the Services shall vest in and belong to MKR

ESTIMATES

7. Following receipt of Equipment from the Customer, MKR will provide a written Estimate detailing an assessment of any necessary work and/or replacement parts judged by MKR to be necessary to bring the Equipment up to a condition agreed between the Customer and MKR. This Estimate will be provided without charge, and without any obligation on the Customer to accept it. Should the Customer decline to instruct the Services proposed in the Estimate, the Equipment must be collected from MKR within the earlier of 14 days from the date of so declining or within 28 days of the date of the Estimate ("Period for Uplift"). A storage charge of £10 (UKP) per day will apply to Equipment remaining uncollected after the Period for Uplift.
8. Any prices and timescales provided as part of an MKR Estimate are estimates only. The nature of the work involved makes the final price and timescale unknowable at the time of the initial estimate, although MKR will use reasonable endeavours to provide a reasonably accurate Estimate. The Estimate does not constitute an Invoice. The final Invoice price may differ from that shown on the Estimate. The Customer shall be liable for any Invoice rendered in respect of work carried out to the Equipment on the Customer's behalf, including parts, labour, storage, courier, packing and all other costs reasonably incurred in performance of the Services.
9. For work requiring significant initial outlay on parts, be it expensive parts or large quantities of parts or similar, MKR may, at its sole discretion, require a deposit, forming a proportion of the estimated cost, to be paid up front by the Customer in advance of work commencing. In the event of the Customer's failure to pay any deposit requested, MKR reserves the right to terminate the contract with the Customer with immediate effect and shall be under no obligation to carry out any further work on behalf of the Customer.
10. MKR assumes no obligation or liability to perform work of any kind on the Equipment supplied by the Customer until such time as the Customer provides written agreement of the work proposed by MKR and detailed within the Estimate. Such written agreement shall also indicate acceptance, in full, of these Terms and Conditions. Any variation to the Services shall be agreed between the parties in writing.
11. MKR reserves the right to refuse to offer Services to Customers, or on Equipment, without prejudice.

WARRANTY

12. A 12-week Warranty is offered on all repair work. The Warranty commences on the date of collection of the Equipment by the Customer. The Warranty is non-transferable, extends only to the Services, and does not include costs for packing and shipping either to or from the Customer.

13. In the event of Equipment damage or failure directly arising as a result of work carried out by MKR, MKR will be liable only for rectification of original damage or failure and not for any consequential or other losses whatsoever.

COMMUNICATION

14. On commencement of the Services, MKR will provide regular updates to the Customer in regard to their Equipment in the form of email messages or phone calls. If further costs are found to be necessary in order to provide the Services, this will be indicated clearly in the updates.
15. Once the Services are complete, MKR will provide notice of completion to the Customer and will issue an Invoice for the Services.

RESPONSIBILITY & INSURANCE

16. All Customer Equipment left at MKR premises remains at the Customer's risk at all times. The Customer accepts full responsibility for Equipment left at MKR premises. MKR offers no insurance cover for Customer Equipment. All work is undertaken on the basis that the Customer has adequate insurance in place against theft and damage while the Equipment is on MKR premises. No responsibility is accepted for theft or damage incurred while Equipment is on MKR premises.
17. The Customer shall be responsible for the delivery to and collection from MKR of the Equipment. MKR accepts no responsibility whatsoever for any loss of or damage to the Equipment during transit.
18. At the discretion of MKR, MKR may agree in advance with the Customer that it will arrange for the collection from or delivery to the Customer of the Equipment. In such circumstances, MKR shall, at its discretion, select the courier or other delivery method and any packaging reasonably required for the transit of the Equipment. The Customer shall be solely liable for the cost of said transit and packaging. Transit arranged by MKR is solely at the Customer's risk and MKR shall have no liability whatsoever for any loss of or damage to the Equipment during transit arranged by MKR.
19. The Customer shall be responsible for ensuring that backup copies exist of any patch, program, preset, memory, sample or other data residing within the Equipment, be it battery-backed or otherwise, before delivery of the Equipment to MKR. MKR will use all reasonable endeavours to preserve said data during the course of the Services but no responsibility shall be accepted in the event of loss or corruption of said data.
20. MKR shall have no liability whatsoever, whether in contract or delict for (a) any economic loss (including loss of revenues, profits, contracts, data, business or anticipated savings); or (b) any loss of goodwill or reputation; or (c) any special, indirect or consequential losses or damage; in any case, whether or not such losses were within the contemplation of the parties at the date of the Contract.
21. Save as expressly provided for in this Contract, the entire liability of MKR under or in connection with the Contract shall not exceed £1,000,000.
22. The Contract is not intended to nor shall it confer on any third party, any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.

FORCE MAJEURE

23. If MKR is prevented from or hindered or delayed in performing any obligations under the Contract by reason of any circumstances beyond MKR's reasonable control (including but not limited to, acts of God, governmental restraints, strikes, labour disputes (other than strikes or labour disputes by its own staff), war, fire, flood, epidemic or pandemic, riot, sabotage and terrorism), it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both give notice to the Customer of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.
24. In the event that such circumstances shall continue after a period of three (3) months from the date of such notice, either party shall have the right to terminate the Contract forthwith on written notice to the other.

PAYMENTS

25. Invoices are payable in full within 30 days from the date of the Invoice.
26. Equipment will not be released to the Customer until all Invoices relating to the Services, work or storage are paid in full.
27. Preferred payment for Invoices is by bank transfer to MKR. Full bank details will be provided on the Invoice.
28. If, after settling any Invoices due, the Equipment remains uncollected from MKR premises following the Period for Uplift, a storage charge of £10 (UKP) per day will be levied for each day outwith the Period for Uplift. This charge will be levied daily up to a maximum of 26 weeks, reaching a limit of £1,820 (UKP). If the Equipment remains uncollected at the end of the 26 week period, MKR reserves the right to sell the Equipment to recover its storage costs. Any balance remaining from the sale after storage costs are covered will be refunded to the Customer. Any

such sale will take effect no sooner than the end of the 26 week period and prior written notice shall be given to the Customer.

29. If payment is not made within 30 days of the date on the Invoice then interest will be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts (Scotland) Regulations 2013 and the Late Payment of Commercial Debts (Rate of Interest) (Scotland) Order 2002. The annual statutory interest rate in this circumstance is 8% plus the current Bank of England base rate.
30. In the event that the Customer terminates the Contract for any reason prior to completion of the Services, the Customer shall remain liable to make payment to MKR of such sums equivalent to the value of the work carried out by MKR to the date of termination and the Customer shall be liable for all outlays incurred by MKR on behalf of the Customer, including parts, materials and sub-contracting expenses.

PUBLICITY AND SOCIAL MEDIA

31. By instructing MKR to proceed with the Services, the Customer gives consent for MKR to use images or descriptions of the Equipment for the purposes of promotion and/or illustration on MKR's website and/or social media accounts. MKR will take all necessary care to ensure that at no time is the Customer's identity revealed as a result of the use of such images or descriptions, and will ensure that any necessary anonymisation steps are carried out on such images or descriptions before being made available on the MKR website or its social media accounts. For the avoidance of doubt, said images or descriptions will not include personal data. All copyright and associated intellectual property rights in said images and descriptions shall remain the property of MKR. The Customer may, at their discretion, withdraw their consent for such actions by stating this withdrawal of consent on providing written notice to MKR. In such instance MKR will remove from public view any such images or descriptions as are already visible and will ensure that no new or subsequent images or descriptions of the Customer's equipment are made publicly visible. MKR shall not be obliged to remove and shall have no liability for images or descriptions contained on third party sites or historic or cached sites.

DATA PROTECTION

32. In the course of responding to enquiries and performing the Services, MKR will collect and process certain Customer personal data. For these purposes, MKR will act as data controller and shall process Customer personal data in accordance with the Data Protection Act 2018 and relative applicable legislation.
33. Further information on how MKR processes personal data can be found in MKR's Privacy Policy which can be accessed [here](#).

ENTIRE AGREEMENT

34. The Estimate and these Terms and Conditions supersede all prior agreements and arrangements of whatever nature and set out the Contract and entire agreement and understanding between the parties relating to its subject matter.
35. Any variation to the Contract shall only be effective if in writing (including email) and signed by authorised representatives of both parties.

SEVERABILITY

36. If and in so far as any part or provision of the Contract is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect

DISPUTE RESOLUTION AND JURISDICTION

37. In the event of any dispute arising out of or in connection with the Contract, both parties shall make all reasonable endeavours to resolve same extra-judicially and shall provide written notice to the other of any claim no less than 14 days prior to raising any court or tribunal proceedings in respect of same.
38. Notwithstanding the terms of clause 36, neither party shall be prevented from seeking interim relief through the courts.
39. The Contract and any dispute arising out of or in connection with same shall be governed by and construed in accordance with Scots law and subject to the exclusive jurisdiction of the Scottish courts.