

# *Gaskell Guitars* Terms & Conditions + Returns Policy

Gaskell Guitars is an Australian company. We are located in Sydney, New South Wales. We are a custom manufacturer of left handed guitars and bass guitars. All decisions pertaining to company policy are made in Australia. Gaskell Guitars conducts itself in accordance with business practices deemed ethical and usual in accordance with Australian State and Federal legislation, New South Wales Office of Fair Trading, Australian Securities and Investments Commission, and the Australian Taxation Office.

All Gaskell guitars and bass guitars are built from scratch in our workshop in Sydney, Australia. Materials, components, raw materials, processes and services are sourced locally and internationally. Many products and components from third party manufacturers are included in the building of a custom guitar. Materials and components originate from Australia, United States of America, United Kingdom, Germany, Fiji, Brazil, Africa, Madagascar, Indonesia and elsewhere.

Per the Australian Trade Practices Act (1974) we reserve the right to choose to do business with and may refuse to do business with any person appearing to be ill-intentioned, unethical or criminally inclined, and/or not of sound mind. Similar Trade practice Law exists in other countries to protect businesses from scammers, spammers and criminal elements.

**CUSTOMS CHARGES, DUTY, IMPORT TAXES AND LOCAL FEES.** International customers (those outside of Australia) please be aware that when you purchase products from outside your country your local government or Customs Agency may charge you “duty charges”, “import tax”, “Value Added Tax”, “Customs fees”, “Goods & Services Tax” or any other domestic charges upon receipt of your item. Each country has its own rates and charges and/or threshold. Please consult your local government or Customs Agency for this information. We have no control over this process. It is the buyer’s responsibility to be prepared for and knowledgeable about local charges, if any. Gaskell Guitars will not be held accountable or responsible for any domestic and/or local fees charged by a foreign government. Gaskell Guitars will always inform any international customer of the possibility of their local government charging them further fees and to expect this as a possibility.

**ENVIRONMENTAL.** Guitars are made of wood. Wood expands and contracts and reacts with temperature changes. During the in-between seasons (Spring and Autumn) when temperatures are fluctuating, it is possible that your new guitar will change and may need to be readjusted once or twice until it “settles down.” If your guitar arrives with any playability issues, such as buzzing strings, incorrect neck angle or a released truss rod please recognize that environmental conditions are in play. It is not the build quality or a setup issue of the guitar. These environmental changes are easily resolved. Simply contact Gaskell Guitars direct for some assistance to quickly re-set your guitar for proper playability. Usually this involves a minor truss rod adjustment or possibly a bridge height adjustment. Proceed under instructions from a Gaskell Guitars professional to resolve any issue. Mother Nature is not something we can control. Please do not expect it from us.

**PAYMENT METHODS.** We accept payments by cash, Electronic Funds Transfer (EFT), and International Bank Transfer (IBT.) Due to earlier experiences with scammers being rewarded for their criminality, we no longer accept Paypal.

**DEPOSITS.** Any deposit payments made on custom ordered guitars are not refundable if the customer later decides to not go through with their commitment after the build has started.

**RETURNS POLICY.** Custom Shop instruments which have been made-to-order are not eligible for return and refund if the customer’s expectations of their completed product do not match their initial vision, despite the instrument being made exactly to the customer’s specifications. If there is a true disparity between specifics for the build and the finished product Gaskell Guitars will cooperate fully and work closely to determine the best

outcome for the specific circumstance. Mutual cooperation is the key to progress in resolving issues and it is always the intention in any communication exchange to resolve issues to the satisfaction of all parties.

The following important notes specifically apply to returns:

1. No return will be accepted for any other reason than what is stated herein, unless by special arrangement.
2. Returns are determined in close accordance with Gaskell Guitars warranty conditions. Customers are to have read and understood the warranty and this policy before committing to purchasing a Gaskell Custom guitar.
3. Any hardware failures or electronics failures will be first deal with as a warranty issue. Failures of third party components do not automatically justify a return of the product. If you are in Australia we may request you send the guitar to our workshop for repair and we will reimburse your transport costs. If you are outside of Australia we will organize a luthier or repairer close to your location to do the repair with any costs either paid by Gaskell Guitars directly to the repairer or reimbursed to the owner of the guitar. ***Under no circumstances are any repairs or actions to be undertaken by the customer prior to a course of action being agreed upon and approved by Gaskell Guitars to resolve the stated issue. Failure to follow this condition will void all future warranty on the part(s) or component(s) in question.***
4. Variations in colour may occur in final products as computer monitors do vary in colour palette, brightness and resolution. We do everything possible to ensure the colour specified for any build is exactly what the customer envisioned however if the colour is slightly different upon completion this is not an acceptable reason for a return. Obviously if the customer wanted a black guitar and got a red guitar this is an undeniable reason for a return.
5. DAMAGE. If a newly built guitar or bass arrives to the customer with damage which has occurred during transport, there is a process which must be followed with the transport company and with insurance companies to recover costs. Customers are to work with Gaskell Guitars and cooperate fully to help expedite this process successfully. If your guitar arrives damaged immediately contact us directly and if possible, send photos of all damage. If damage is minor such as a selector switch cap breaking off, or a wire coming off because of a bumpy journey Gaskell Guitars will fully reimburse any costs to have these replaced or repaired locally or where possible will send a replacement part. ***No action is to be taken by the customer without first coordinating with Gaskell Guitars directly. If any action is taken by the customer ahead of these steps, then the instrument's warranty is instantly voided, and this policy is rescinded with all subsequent costs deferred to the customer.***
6. Instruments may under no circumstances be returned if the customer later "changes their mind" after their guitar has been made and sent.
7. Any intangible or subjective reasons for a return that are outside the scope of warranty, and outside the scope of the build specifications will not be accepted as a reason for returning an item. This includes "reasons" which stem from lack of knowledge such as "the guitar seems too light/too heavy to be made of \_\_\_\_\_ wood..." or "I thought the chrome would be more shiny...", etc.
8. As Gaskell instruments are not "off the shelf" products there is no provision for having an instrument built just to "try it out" and then return it afterwards. Gaskell guitars and basses are not store-bought items.
9. In the event of any customer using blatant untruths or creating imaginary problems about the condition or state of the received product as a smoke screen for the fact that the customer has merely changed their mind and/or is trying to return the product for a non-genuine reason, all warranty criteria are instantly null and void and the right to return the product is rescinded. Gaskell Guitars reserves the right to determine whether this is the case and proceed accordingly. In the event of blackmail being resorted to such as threatening to publish "negative reviews" in any media or Social Media this may be considered as grounds for legal action against the perpetrator for libel and/or defamation. Appropriate counter-actions using the same media may be taken to discredit the author and any falsely generated "negative review." No refund is possible in these circumstances and no future business may ever be repeated with said person.

