

WEBSITE TERMS AND CONDITIONS for www.abbeymusic.co.uk

These terms of use govern your use of our site. These [website terms of use](#) have been provided and, approved by the solicitors at legal documents resource [DIY Legals](#). Please read these terms in full before you use this Website. If you do not accept these terms of use, please do not use this Website. Your continued use of this site confirms your acceptance of these terms.

1. WEBSITE

WEB SITE ACCESS

- 1.1 It is not necessary to register with us in order to use most parts of this Website.

USE OF WEBSITE

- 1.2 This Website may be used for your own private purposes and in accordance with these terms of use.
- 1.3 You may print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent.

SITE UPTIME

- 1.4 All reasonable measures are taken by us to ensure that this Website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.
- 1.5 Where possible we always try to give advance warning of maintenance issues that may result in Website down time but we shall not be obliged to provide such notice.

VISITOR PROVIDED MATERIAL

- 1.6 Any material that a visitor to this Website sends or posts to this Website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our **Privacy Policy** <http://www.abbeymusic.co.uk/Privacy.pdf>

- 1.7 When using this website you shall not post or send to or from this Website any material:
- (a) for which you have not obtained all necessary consents;
 - (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
 - (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 1.8 [We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph 1.7.**]

2. PRICING

- 2.1 All prices on this website are in £ sterling and include V.A.T. where appropriate.
- 2.2 Abbey Music Studios makes every effort to ensure that the contents listed on this website are correct. However, errors may occur and Abbey Music Studios reserves the right to alter product prices and information on this website without notice. Other reasons for price alteration may include (but are not limited to) taxation changes or other duty increases.
- 2.3 In the event that Abbey Music Studios changes the price of an item due to an error, the following Terms apply. Abbey Music Studios will inform the Customer as soon as possible of the amendment and of the correct price. The Customer may choose to fulfil their order at the correct price, or to cancel their order. If the Customer chooses to cancel their order and has already paid for the goods in question, Abbey Music Studios shall refund the full amount in accordance with these Terms and Conditions.
- 2.4 The Customer should be aware that Abbey Music Studios does not consider a pricing adjustment due to a promotion, sale or other offer as an error in price, and the above Terms do not therefore apply.
- 2.5 Abbey Music Studios is under *no obligation* to fulfil an order for a product that was advertised at an erroneous price or description.

- 2.6 Ownership of goods does not pass into the hands of the Customer until Abbey Music Studios has received full payment.
- 2.7 Abbey Music Studios will debit the Customer's account on the day that the Customer's goods are shipped.

3. AVAILABILITY

- 3.1 Whilst every effort is made to keep the website up to date there may be occasions when an item becomes unavailable if this occurs the customer will be informed as soon as possible. The Customer may choose to fulfil their order and wait for the item to become available, or to cancel their order.
- 3.2 If a Customer orders an item that is out of stock then Abbey Music Studios will inform the customer as soon as possible of the expected delivery time.
- 3.3 In the event that an item is out of stock item for longer than a 2 week period then the Customer has the option to fulfil their order and wait or to cancel their order
- 3.4 Abbey Music Studios cannot accept responsible for delays if the item is listed as "call for availability" and the customer fails to do so.

4. LINKS TO AND FROM OTHER WEBSITES

- 4.1 Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.
- 4.2 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:
- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
 - (b) you do not misrepresent your relationship with this website; and
 - (c) the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

- 4.3 By linking to this Website in breach of clause 3.2 you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

5. DISCLAIMER

- 5.1 Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and ,or up to date.

- 5.2 All material contained on this Website is provided without any or warranty of any kind. You use the material on this Website at your own discretion.

6. EXCLUSION OF LIABILITY

- 6.1 We do not accept liability for any loss or damage that you suffer as a result of using this Website.

- 6.2 Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

7. LAW AND JURISDICTION

- 7.1 These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

OUR DETAILS

Our business's name is: Abbey Music Studios

Our business address is: 114 Abbey Street, Nuneaton, CV11 5BX

Our VAT registration is: 904 206 658

Our contact details are: (024) 76 641 915 or email: sales@abbeymusic.co.uk