

# RLM - Terms & Conditions

(Updated 25th June 2012)

This website is owned and operated by RL Music, a sole proprietary business and our VAT registration number is GB 813377041.

THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AT [www.rlmusic.co.uk](http://www.rlmusic.co.uk) PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

BY ACCESSING THIS WEBSITE AS A USER (REFERRED TO AS "YOU/YOUR") YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

Our contact details are as follows:

General email: [info@rlmusic.co.uk](mailto:info@rlmusic.co.uk)

Located: Reading, Berkshire, England. UK.

Telephone number: +44 (0)1189 472474

## 1. INTRODUCTION

- 1.1 You will be able to access all areas of this website without registering your details with us.
- 1.2 We may revise these terms and conditions at any time by updating this posting (see date at the top). It is your responsibility to check this website from time to time to review the current terms and conditions as each use of this website signifies your acceptance to be bound by the latest terms and conditions. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this website.

## 2. ORDERING FROM US

- 2.1 There are various methods and information on how to place an order with us throughout other areas of this website. All orders placed by you via this website are subject to the latest terms and conditions.
- 2.2 As part of our order process you will be given the opportunity to check your order and to correct any errors. Following receipt of your order, we will send you an order acknowledgement email, detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from RL Music but may contain confirmed pricing information including, packaging shipping and insurance.
- 2.3 Our acceptance of an order and the completion of a contract between you and us takes place when we dispatch the order even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.
- 2.4 We may refuse to accept an order:

- 2.4.1 where goods are no longer available;
- 2.4.2 where we cannot obtain authorisation for your payment or suspect fraud;
- 2.4.3 if there has been a pricing or product description error; or
- 2.4.4 if you do not meet any eligibility criteria set out in our terms and conditions.
- 2.5 A price covering packaging and shipping to your country of destination will be quoted by the sales department via email.
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### 3. PRICING

- 3.1 All sales prices quoted in this website are in Pounds Sterling but do not include taxes (where applicable), delivery and insurance charges. VAT will be charged (within EU Countries only) at the current UK rate of 20%. We shall show VAT separately and include it in the total price.
- 3.2 Where we charge separately for carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this website, or by email during the order conformation process.
- 3.3 Our product and operational prices are reviewed monthly and while we try to ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or canceling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

### 4. PAYMENT

- 4.1 RL Music takes payment immediately and all goods are subject to availability. In the event that we are unable to supply a product, we will inform you of this as soon as possible.
- 4.2 In the interests of preventing fraudulent use of credit, debit and charge cards, RL Music will validate the names, addresses and other information supplied during the order process against commercially available records (e.g Electoral Roll data, Credit Reference Services). A third party may also be instructed to complete these checks. By ordering from this website you consent to such checks being made. Any information given may be disclosed to a registered Credit Reference Agency which may keep a record of the information. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.
- 4.3 You will still be charged and invoiced in UK Pounds sterling. At the point of payment, your card issuing bank will convert the amount paid in UK pounds to Euros / US Dollars using their current exchange rate. Please bear in mind that web published Euro / US Dollar exchange rates are a guide and will not be your bank's exchange rate.
- 4.4 We can accept payment by; bank transfer, PayPal, cheque (UK only) and cash. PayPal fees will apply charged at 5% on gross on sales invoice value.
- 4.5 A hold-on-reserve deposit to secure certain items is available and charged at 20% of the gross on sales invoice value. Deposits are non-refundable and the settlement of the full invoice value must be settled within 4 weeks of the item(s) being stated by RL Music as being ready for collection or delivery.

### 5. DELIVERY or COLLECTION

- 5.1 Products bought on this website will be delivered to mainland UK and most EU destinations via road transport services. Most International shipments (mainly non-EU) will be made by Air freight services. The delivery prices quotes assume a standard 3 to 5 working day delivery service. Express services are available on request but subject to the availability of the product ordered.
- 5.2 If you are not shipping to a country within the EU then you may be liable for Import Duty, VAT and other specific country import charges and taxes. Please check with a customs office in your country for information and clarification.
- 5.3 Your order will be delivered to the address you indicated when you place your order. All goods must be signed for by an adult aged 18 years or over on delivery.
- 5.4 Delivery charges and estimated timescales are specified by the sales department when you place an order. Unless otherwise agreed with you, and subject to clause 14, delivery of the goods will be within 30 days beginning with the day after you ordered the goods. Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery by our appointed courier.
- 5.5 Customers are welcome to collect their purchases from our Reading premises.
- 5.6 When RL Music provides a specific date for collection for customer's instrument then there will be a maximum 7 day period from this date for the customer to arrange collection otherwise a storage charge will be applied at £10 per day thereafter up to a maximum of 90 days. If the item purchased on deposit or paid in full has not been collected after 90 days then RL Music reserves the right to re-advertise the item for general sale and a refund will be applicable less the storage charges incurred. Also, the warranty period offered and agreed on the particular instrument will become effective from the 7 days after the collection date as indicated as available by RL Music.

## 6. CANCELLATION AND RETURNS POLICY

- 6.1 All goods and services are sold in accordance with The Consumer Protection (Distance Selling) Regulations 2000 (SI 2000 No.2334).
- 6.2 If you wish to cancel your order during the cancellation period set out in clause 6.1, please notify us in writing by letter, fax or by email. A telephone call is not sufficient unless both you and RL Music agree otherwise.
- 6.3 Once you have notified us that you wish to cancel the contract with the cancellation period, either before or after you have received the goods, you should return the goods to us within a reasonable time period (usually 28 days) and take reasonable care in doing so. The risk and cost of returning the goods to us shall be borne by you unless you have notified us that the goods are faulty and the fault is verified by us. If you fail to return the goods to us, you must make them available for collection upon notification from us that we intend to collect the goods.
- 6.4 Upon cancellation of the contract we will credit your account with a full refund of the money paid to us, including the cost of delivery of the goods to you, as soon as possible and in any event not later than 30 days after receipt of the notice of cancellation. If you do not return the goods or do not pay the costs of delivery to us, we shall be entitled to deduct the direct cost of recovering the goods from the amount of the refund.
- 6.5 Goods must be returned and re-packed in the original packaging as received complete 'AS SOLD' and in 'AS NEW' condition (for example, if the

- packaging has been opened to examine the product/s you must have done so without damaging the packaging or the product/s in any way).
- 6.6 You have a duty to take reasonable care of the products while in your possession and during the cancellation period to maintain them in the condition in which they were supplied by us. If goods are damaged or your use of the goods has gone beyond your right to reasonably inspect and assess the goods, RL Music reserves the right to seek recompense.
  - 6.7 If a fault should occur with your product outside the cancellation period and within the 3 month warranty period, you may wish to return the product/s to us, with a copy of your online/email receipt and a full written description of the fault. If the product is found to be faulty we will repair it free of charge and return the product/s to you. If we are unable to repair your product within a reasonable period of time then we can offer you the choice of a full refund or to supply you an alternative product equivalent if possible. The original packaging has been specified by RL Music to ensure maximum protection during shipping so must be used to return any such faulty equipment to RL Music, failure to do so may result in further damage and we will not be held liable for this or the cost of repairs in this case.
  - 6.8 The cost of shipping faulty products to RL Music and from (back to the customer) is not covered under this warranty and therefore the customers responsibility.
  
  - RL MUSIC WARRANTY
  - 6.9 (on products purchased on or after 25/06/2012)
  - 6.9.1 We guarantee that all products will be free from faults for 3 months from the date of purchase. Extended warranties may be granted but would form part of a individual agreement with the customer.
  - 6.9.2 Subject to clause 6.9.3 below, defective products will be repaired free of charge or, at our option, replaced by a fully functional equivalent (if possible) providing that the product/s are returned to us, delivery paid and original packaging within 3 month period, together with a copy of the original sales invoice. Products and product parts which have been replaced by us become the property of RL Music.
  - 6.9.3 All products are guaranteed for this 3 month period provided that:
    - 6.9.3.1 the products have not been subject to abuse, mishandling, used beyond the limits specified by RL Music in either written or verbal form, or subject to damage or loss from ordinary use;
    - 6.9.3.2 you have complied with the instructions contained in any technical instructions for use of the product/s including those relating to adequate maintenance and care;
    - 6.9.3.3 the products are not powered with an unsuitable power supply, power source or battery or subject to adverse environmental conditions and
    - 6.9.3.4 the product has not been altered by you and any fault in the product has not been caused by use of accessories and/or supplementary or replacement parts which were not original components of the product.
  - 6.9.4 For the avoidance of doubt, any repair or replacement of a defective product within the 3 month period will not renew or prolong your guarantee beyond that period.
  - 6.9.5 In the event that you delay in notifying us of the defect in the product and additional damage is caused by that delay, we reserve the right to reduce our liability accordingly.
  - 6.10 The provisions of clause 6.7, 6.8 and 6.9 do not affect your statutory rights.

- 6.11 Cosmetic condition is made clear prior to purchase either by the website description and pictures or by viewing the item by appointment only. Cosmetic defects are therefore not covered by any warranty and are sold "as seen."
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## 7. LICENCE

- 7.1 You are permitted to print and download extracts from this website for your own use on the following basis:
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  - 7.1.1 no documents or related graphics on this website are modified in any way;
  - 7.1.2 no graphics on this website are used separately from accompanying text; and
  - 7.1.3 any of our copyright and trade mark notices and this permission notice appear in all copies.
- 7.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this website (including without limitation photographs and graphical images) are owned by RL Music. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with clause 7.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this website automatically terminates and you must immediately destroy any downloaded or printed extracts from this website.
- 7.3 Subject to clause 7.1, no part of this website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 7.4 Any rights not expressly granted in these terms are reserved.

## 8. SERVICE ACCESS

- 8.1 While we endeavor to ensure that this website is normally available 24 hours a day, 365 days a year. We will not be liable if for any reason this website is unavailable at any time or for any period.
- 8.2 Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## 9. VISITOR MATERIAL AND CONDUCT

- 9.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 9.2 You are prohibited from posting or transmitting to or from this website any material:
  - 9.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - 9.2.2 for which you have not obtained all necessary licenses and/or approvals;

- 9.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- 9.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 9.3 You may not misuse the website (including, without limitation, by hacking).
- 9.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 9.2 or 9.3.

## 10. LINKS TO AND FROM OTHER WEBSITES

- 10.1 Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.
- 10.2 If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:
  - 10.2.1 you do not remove, distort or otherwise alter the size or appearance of the RL Music logo;
  - 10.2.2 you do not create a frame or any other browser or border environment around this website;
  - 10.2.3 you do not in any way imply that we are endorsing any products or services other than our own;
  - 10.2.4 you do not misrepresent your relationship with us nor present any other false information about us;
  - 10.2.5 you do not otherwise use any RL Music trademarks displayed on this website without our express written permission;
  - 10.2.6 you do not link from a website that is not owned by you; and
- 10.3 your website does not contain content that is distasteful, offensive or controversial, defamatory, causes annoyance or inconvenience, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations. We expressly reserve the right to revoke the right granted in this clause 10.3 for breach of these terms and to take any action we deem appropriate.
- 10.4 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 10.3.

## 11. REGISTRATION

- 11.1 RL Music does not discriminate on the basis of age, race, nationality, gender, sexual orientation or religion. However; persons under the age of 18 should only use the website with the consent of their parent or legal guardian. We encourage all parents and guardians to monitor the Internet use of their children. Use of this website by any user shall be deemed to be a representation that the user is 18 years of age or older.

- 11.2 To order from [www.rlmusic.co.uk](http://www.rlmusic.co.uk) you must be over eighteen years of age.
- 11.3 Each order is for a single user only. We do not permit you to share your personal and financial data with any other person nor with multiple users on a network.
- 11.4 Responsibility for the security of any personal and financial data issued rests with you and if you know or suspect that someone else knows your personal and financial data, you should contact us immediately.
- 11.5 We may suspend or cancel your order immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

## 12. DISCLAIMER

- 12.1 While we endeavor to ensure that the information on this website is correct, we do not warrant the accuracy and completeness of the material on this website. We may make changes to the material on this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.
- 12.2 The material on this website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this website.

## 13. LIABILITY

- 13.1 Save as precluded by law, we and any of our employees, shareholders or agents of any of them will not be liable for any losses or damage that you suffer under the contract which were not a foreseeable consequence of breach of the contract. We are not responsible for indirect losses which were not contemplated at the time of the contract including, but not limited to, any loss of income or profits, loss of business or goodwill, loss of data, loss of opportunity.
- 13.2 We are not liable for losses that arise in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.
- 13.3 Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977) or any liability which cannot be excluded or limited under applicable law.
- 13.4 If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
- 13.5 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out

of any breach of the terms and conditions by you, or your use of this website, or the use by any other person using your registration details.

#### 14. IMPOSSIBILITY OF PERFORMANCE

- 14.1 RL Music shall be relieved of its obligations to perform the contract to the extent that the performance thereof is prevented by events or circumstances beyond our reasonable control including, but not limited to, fire, industrial dispute, war, labour disturbance or causes beyond our reasonable control.

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#### 15. COMMENTS, QUESTIONS & COMPLAINTS

- 15.1 RL Music welcomes your feedback, however, any comments, ideas, notes, messages, suggestions or other communications sent to us regarding the website and / or the products and services we provide shall be and remain the exclusive property of RL Music, and we may use all such communications in any manner, including reproducing, disclosing and publishing such communications, all without compensation to you.
- 15.2 We will always – as a matter of courtesy request your permission before publishing such feedback in any publications available to the general public or on the RL Music website.

#### 16. GOVERNING LAW AND JURISDICTION

- 16.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 16.2 We do not warrant that materials/items for sale on the website are appropriate or available for use in every country outside the United Kingdom. It is prohibited to access the website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

#### 17. MISCELLANEOUS

- 17.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.
- 17.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.
- 17.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.