

TERMS & CONDITIONS 'CONNECTING MUSIC' 2023-24 V3.0



These terms and conditions form the basis for visiting us and our website. Please read them carefully as they contain important information.

For queries concerning privacy and GDPR compliance, please consult our Privacy Policy.

General Terms and Conditions

Connecting Music Distribution owns and operates this site based in 95, Gilmore Place, EH3 9NU. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@connectingmusic.co.uk or by calling 0131 221 9753.

1. **The contract between us**

We must receive payment of the full price for the goods you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are despatched. Only at this point is a legally binding contract created between us.

2. **Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address and full address details. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm it. To avoid doubt, this correspondence does not constitute a contract between us.

3. **Ownership of rights**

All rights, including copyright, on this website are owned by or licensed to Connecting Music Distribution. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute, or repost anything on this website for any purpose.

4. **Accuracy of content**

We have prepared the content of this website to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Therefore, please check with us to ensure the current pricing is correct. If in doubt, contact us at info@connectingmusic.co.uk or by calling 0131 221 9753. Any weights, dimensions and capacities given about the goods are approximate only.

5. **Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. You are responsible for ensuring the right equipment is available for the website. We will not be liable to any person for any

loss or damage that may arise to computer equipment due to using this website.

6. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are unavailable from stock, we will contact you by e-mail or phone (if you have given us details).

7. Ordering errors

You can correct errors on your order up to the point when you click on "submit" during the ordering process or within 24 hours of processing your order. If the goods have already left our premises, please contact us at info@connectingmusic.co.uk or by calling 0131 221 9753 should you require assistance.

8. Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email and offer to sell you the goods of the specification and description at the price stated in the email. We will state in the email the period for which the offer or the price remains valid.

9. Payment terms

We will take payment upon receipt of your order from your credit, debit card or bacs. We accept no liability if a delivery is delayed because you did not give us the correct address or payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

10. Delivery charges

Delivery charges vary according to the type of goods ordered.

11. Delivery

1. All orders will require a quote prior to your order being completed.
2. For a shipping quote outside UK mainland, contact Connecting Music Distribution info@connectingmusic.co.uk or by calling 0131 221 9753.
3. It might not be possible for us to deliver to some locations.
4. We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in

accordance with your delivery instructions (unless our negligence causes this). We will aim to deliver the goods by the date quoted for delivery, but delivery times are not guaranteed, and therefore, time is not of the essence. In any event, we will aim to deliver your goods within 28 days if in stock and up to 120 days from the day after the day we receive your order from the manufacturer if not in stock. If delivery is delayed beyond this time, we will contact you and either agree on a mutually acceptable alternative date or offer you a full refund.

5. You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you, they will be held at your own risk, and we will not be liable for their loss or destruction.

12. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier, the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

13. Cancellation rights

1. Under ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract, nor will you have to pay any penalty.
2. Should you wish to cancel your order, you can notify us in writing by email at info@connectingmusic.co.uk.
3. You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order) out of the sealed package in which it was delivered to you. Please note that a selection of products we sell falls under this category; please check in advance if this is the case with your purchase at info@connectingmusic.co.uk or by calling 0131 221 9753.
4. Any new items returned (bespoke or not) but not in sealed original packaging will be subject to a re-stocking charge equivalent to 20% of the value of the goods (excluding postage and vat); any specially ordered items may be agreed to be returned, and we will hold a credit on your account for the difference agreed for future purchases.
5. If you received the goods before you cancelled your contract, then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract, but we have already processed the goods for delivery, you should not unpack the goods when you receive them, and you must send the

goods back to us at our contact address at your own cost and risk as soon as possible.

6. Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited from your credit or debit card within 28 calendar days.
7. We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example, using or wearing the goods prior to cancellation)

14. Cancellation by us

1. We reserve the right not to process your order if:
 1. We have insufficient stock to deliver the goods you have ordered;
 2. We do not deliver to your area; or
 3. One or more of the goods you ordered were listed at an incorrect price due to a typographical error or an error in the pricing information we received from our suppliers.
2. If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event, within 28 calendar days.

15. If there is a problem with the goods

1. If you have any questions or complaints about the goods please get in touch with us. You can do so by calling 0131 221 9753, emailing info@connectingmusic.co.uk or writing to Connecting Music Distribution, 95, Gilmore Place, EH3 9NU.
2. We are under a legal duty to supply goods that conform with this contract and in accordance with the Consumer Rights Act 2015 (the Act).
3. If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) or allow us to collect them from you. We will pay the cost of postage or collection.

16. Liability

1. Unless agreed otherwise, if you do not receive the goods ordered by you within 120 days of the date you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), we will provide you with a full refund.
2. We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We

do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

3. Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
4. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. Certain national laws may prohibit importing or exporting certain of our goods to you. We make no representation and accept no liability with respect to the export or import of the goods you purchase.
5. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer, including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

17. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address info@connectingmusic.co.uk and all notices from us to you will be displayed on our website from time to time.

18. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

19. Law, jurisdiction, and language

This website, any content contained therein, and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English or Scottish law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of Scotland, England and Wales. All contracts are concluded in English or Italian on request.

20. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of these conditions will not be affected.

21. **Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

22. **Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23. **Other important terms**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it without you having to go to court. If you are unhappy with how we have handled any complaint, you may submit the dispute for online resolution to the [European Commission Online Dispute Resolution](#) platform.

24. **Business to business** (B2B Partners)

1. Due to the nature of our business and the importance of online traffic to our website, we reserve the right not to remove products from our database and Google search results even though we may not represent your product as a distributor or dealer in the future. The only exception to this rule is in instances where we have signed a 'Dealer Agreement' or 'Dealer Contract' that prohibits us from representing your brand, products and marketing material on the expiry of this agreement.

25. **Media and intellectual property owned by us**

1. The intellectual property rights (including, without limitation, copyright) and all other proprietary rights subsisting in any artwork, copy, files, computer programs and other material which is created, developed, contributed to and/or reworked by or on behalf of us shall vest solely in us in perpetuity.
2. By utilizing our services, you explicitly acknowledge and affirm that you possess no right, title, or interest in the materials provided by Connecting Music Distribution. All materials, previews, and reviews generated by us for our own marketing media, strategy, and online publication are subject to our discretion. We reserve the right to alter the format of our materials, advertisement rates, technical specifications, and other specifications for each of our online publications and forms of media at any given time.
3. The intellectual property rights, including but not limited to copyright, and all other proprietary rights inherent in any artwork, copy, files, computer programs, and other materials created, developed, contributed to, and/or reworked by or on behalf of Connecting Music Ltd shall exclusively vest in Connecting Music Distribution in perpetuity.

4. You explicitly confirm that you hold no right, title, or interest in or to such materials. Furthermore, any materials, previews, and reviews specifically crafted by us for your use may not be reproduced without our prior written consent. This includes reproduction on your behalf or by any third party acting on your behalf.