

Terms and Conditions of Sale (non-commercial by mail/phone/fax/e-mail/text) - Page 1 of 2

Applicability: Except where stated otherwise the following T&Cs of Sale are applicable to the following categories of customers; Pupils, Parents/Guardians of pupils, Private Music Teachers, Schools and Peripatetic teachers. They are NOT applicable to commercial operations such as but not restricted to High Street Retailers/Music Shops, Wholesalers/Distributors, web based and other mail order music outlets. These business categories must apply for our and agree to our commercial terms before proceeding with any orders.

Payment (by cheque): Unless you have a Sounds Write Account or you have indicated your decision to pay over the Internet (e-banking) or CHAPS if a non UK customer a cheque for the **Total order value** must accompany this order. Cheques must be completed fully (don't forget to date and sign it) and upon presentation to our bank must be honoured. In the event that your cheque is returned unpaid from the bank the order will be deemed not to have been paid and any bank charges, interest on late payment and costs incurred in securing payment will be added to the money owed by you – see Late payments below.

If delivery is requested to a minor his or her parents/guardians are responsible for paying all monies due.

Payment (Account customer): All money due must be paid within fourteen (14) calendar days of the Order Despatch Date.

Payment (by e-banking/CHAPS): We are happy to receive payment for orders by Internet e-banking and for overseas customers by the international bank-to-bank fund transfer facility referred to as CHAPS.

For e-banking use the following information:

Bank: Abbey, Sort code: 09-01-26, Beneficiary: Sounds Write, Account number: 68189487.

For payment by CHAPS you will need to quote the IBAN number: GB10 ABBY 0901 2668 1894 87.

In order that we may link payments made this way to your order (which may be sent by mail, phone, fax, e-mail or for pre-registered customers by text) please use Surname + Postcode + order date; e.g. SmithST170HDFeb18 as your reference.

If your bank does not offer CHAPS then you may be able to do the same but you will need to give them our bank's postal address. This is: Abbey, Business Banking Centre, Abbey National House, 301 St Vincent Street, GLASGOW, G2 5NB, Scotland.

Please note, you are liable for any and all fees imposed by your bank for handling this manner of fund transfer.

Vouchers and Credit Notes: Any voucher and/or credit note being claimed must be sent with the order or, in the case of electronic transmission of order, the code/reference number of the voucher and/or credit note must be stated.

Late payments: Failure to pay in full by the end of fourteen (14) calendar days will result in a reminder letter being sent. If payment remains unpaid after a further ten (10) calendar days then the invoice will increment in value by 1% of the order value per calendar day late, commencing from the first fourteen (14) day point, plus the cost of sending fortnightly reminders, currently £2.50 per reminder sent, and any and all reasonable costs incurred in securing settlement of the unpaid order. If settlement of a debt becomes protracted we reserve the right to use a debt recovery agent.

Property in the books: The books remain our property until all the monies due (total order value plus any late and penalty payments) have been credited to our bank account. Used or otherwise soiled and/or damaged books, unless returnable under our First Order Refund clause (see below) will assume a null value and by their use you will have been deemed to have fully accepted these Terms and Conditions of Sale.

Presentation of your cheque to our bank: We undertake not to present any cheque received for five (5) business days from the order despatch date thereby giving you the opportunity to advise us that you no longer wish for the books and that you will be returning them; see Refund clauses below for time frame.

Overpayments (UK customers): If you have overpaid we will pay back the overdue amount at the time of order fulfilment. If that amount is small (i.e. £1.00 or less) we will refund you the amount due by way of stamps, otherwise we will send a cheque or transfer funds electronically.

Overpayments (Non UK customers): Small overpayments (£5.00 or less) or larger ones which can not be refunded in the manner detailed herein will not be refunded but will be given to the international charity 'Red Cross' to help those caught up in desperate situations. Larger overpayments will be refunded via a PayPal account – your account details will be requested at the time of order fulfilment.

Refund, first order: Books returned within fourteen (14) calendar days because they are faulty, substandard, the wrong titles or simply not wanted will be refunded in full, including, for UK and European customers, return postage incurred, or replaced if that is your instruction.

Books returned under our 'Try for free' (Restricted to Private Music Teachers, Schools and Peripatetic Teachers) offer will be refunded according to the table and conditions set out below.

Refunds to UK customers will be by cheque or e-banking and for non-UK customers via a PayPal account. A Returns form is sent with each order. This should be completed and included with the returned books.

Refund, second and subsequent orders: Books returned within fourteen (14) calendar days will be refunded provided they are (a) in some way imperfect (b) unwanted and returned in a clean resalable condition. For UK and European customers if the books have been received imperfect we will send replacement books if that is your choice and also refund the postage you've incurred in returning them to us. Books returned outside of this period will be refunded at our discretion and may not include a postage refund. Refunds to UK customers will be by cheque or e-banking and for non-UK customers via a PayPal account. A Returns form is sent with each order. This should be completed and included with the returned books.

Order turn-round: We aim to process your order the day it is received or the next business day. We will despatch by Royal Mail using their First Class postal service (Airmail for overseas orders). However, there is a weight limit for this service and so for large orders we may have to despatch by Parcel Force, Standard Service (3 to 5 day service). We may decide to split the order so that all the packages can be sent by Royal Mail using their First Class postal service. We reserve the right to send part orders if we cannot fulfil the complete order at the time of its receipt.

Delayed Order Processing: If your order has not been received within fourteen (14) calendar days please contact us so that we can put the matter right. If the delay is due to our failings we will offer recompense of 1% of the order value per calendar day outstanding from the eleventh day onwards. This will be capped at 25% of the outstanding order value. We will alert you at the earliest opportunity to any serious delay to your order thereby giving you the opportunity to cancel your order and receive your money back or to continue with the order. If you choose to continue with the order the 1% penalty will not come into effect until the promised delivery date has elapsed.

Address: **Sounds Write**, 18 St Ives Close, STAFFORD ST17 0HD, England.

Proprietor: Keith Baskett

Tel/Fax: +44 (0) 1785 660 963

E-mail: soundswrite@supanet.com

Web site: www.soundswrite.co.uk

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Large Orders: We reserve the right to withhold processing a large order until various checks have been made on you and for those checks to have shown up positive. These checks may include a bankers reference (which will require your cooperation) and seeking other credit worthiness checks or submitting your cheque and waiting for its clearance before processing the order. If we deem it that your business is more akin to a commercial operation we reserve the right to trade on terms different from those stated above.

Data Protection: We are firmly of the view that we should treat your business dealings with us as we would wish other traders to treat our personal data. We respect the data you give about yourself. We promise to safeguard that information to the best of our ability. We promise not to sell, rent, lease or give your data to any other commercial or charitable organisation. The only time we will release any data held about our dealings is if required to by the courts, police or HM Government agencies (e.g. Revenue and Customs). We are happy to provide you copy of all the data we hold about you at no cost and correct anything you advised as being in error.

Marketing: We will not use your data for any mass marketing either by way of post, telephone, fax or e-mail. If you do provide us with feedback on our books we will only use your details to the extent you grant permission and we will, at the earliest opportunity, observe any subsequent instruction to remove those details from our publicity material. On our order form we ask if you are willing to receive relevant communication from us. If you do agree please be assured it will be very occasional and will only be about matters directly related our business. In other words, we will not be sending out loads of irrelevant material/literature about products and services that have absolutely nothing to do with our business.

Law: Business is conducted under English law and none of your statutory rights are affected by any of the above.

Try for Free terms (Private Music Teachers, Schools and Peripatetic Teachers ONLY)[§]

For your first order if you're not completely satisfied with any of the books we will refund you in accordance with the following chart. This offer is not time limited so don't feel rushed to evaluate the books just allow your pupils to take them at their own pace or as fast as you can move them on.

Returned Book Condition	Refund as % of purchase price	Refund on postage
* Completely UNUSED and pristine	100%	Yes
Two used books of <u>each title</u> – few or all pages marked	100%	Yes

In this way you can buy **Music Fun** and/or the Practice books and try them out with your pupils and if you're unhappy with them for ANY reason you can get a full refund including postage. Note, if your order is for more than just a couple of each book making up the series please satisfy yourself that the material and style of our books is right for your pupils before you start using them generally. We are, as you can see from the above chart, willing to fully refund two used books per title.

[§] Note, we reserve the right to request evidence proving you do indeed fit into to one of the parenthesised customer categories before a refund is given.

* *If you return books claiming them to be unused and/or pristine but for which evidence suggests they have been marked or maltreated in some way (e.g. erasure marking, dog-eared corners, cracked spine, thumb/finger prints, liquid spill stains, contaminated by smoke or other repugnant odours etc) then we reserve the right to refuse refunds on those books – so take care of any books not being used for evaluation.*

Should you need to contact us then use one of the following methods.

Write to and returns address: **Sounds Write**, 18 St Ives Close, STAFFORD ST17 0HD, England.

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Proprietor: Keith Baskett

Tel/Fax: +44 (0) 1785 660 963

E-mail: soundswrite@supanet.com

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