

IMPORTANT: THESE TERMS AND CONDITIONS WILL APPLY WHEN YOU PLACE AN ORDER WITH MUSIC VENTURES LTD. BEFORE PROCEEDING TO PLACE AN ORDER, WE ASK THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY. YOU WILL ALSO FIND THAT THEY CONTAIN SOME USEFUL ADVICE.

If you have any questions concerning these terms please contact our Customer Service Team.

OWNERSHIP

Copyright © Music Ventures. It's trading office is at 5-6 Vennington, Westbury, Shrewsbury, SY5 9RG. Music Ventures is a privately owned company. The copyright, database rights and other intellectual property rights ('IPR') in material displayed on or via this website ('Website Materials' which expression includes text, data, graphics, photographs, videos, animation, images and audio visual content) is owned privately. This IPR is protected by the laws of England and Wales, international treaties and all other applicable copyright and intellectual property laws. You agree to respect our IPR and those of third parties.

RESTRICTIONS AND CONDITIONS ON USE

1. By seeking to register with Music Ventures and by placing an order you represent and warrant to Music Ventures that at all such times: (A) you are aged 18 years or over; (B) you are acting as principal and not on behalf of anyone else; (C) your contract for purchases made through this website is with Music Ventures and you undertake that all goods ordered by you are for your own use only; (D) you agree that e-mail can be used as a long distance means of communication.

2. It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted in the fullest extent of the law.

3. You represent and warrant to Music Ventures that all information provided to Music Ventures in your registration or in connection with your account and all personal information provided subsequently to Music Ventures is complete, accurate and not misleading and you agree to inform Music Ventures immediately if there is any change to such information. This can be done by emailing us at enquiries@mediasourcing.com

4. You agree not to post or transfer to our website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligations under this condition, including, but not limited to, any claims made against us by any third party.

5. The Data Protection Act 1998 is designed to protect individuals about whom information is entered and stored on computer and other systems. Accordingly, it lays down strict standards of accuracy, relevance and care of such data including how it may be divulged. Any data about individuals you enter onto our website directly included in any message to us will be subject to the Act and you are responsible for its accuracy and relevance and must have the authority to disclose it and for us to utilise it for the purposes of any transaction concluded for or by you through this website.

If you are in any doubt about any data please feel free to contact us with details of the problem first.

6. You may not link this website to any other website. Furthermore, we do not make any warranties, representations or undertakings about the content of any other website which may be referred to or accessed by hypertext link with this website, and we do not endorse or approve the content of such third party websites.

UPDATES

You acknowledge that these terms are subject to change by Music Ventures, which reserves the right to change them at any time.

Such changes shall have effect immediately upon publication on this site and you agree to be bound by them and to regularly review these terms for the purposes of monitoring such changes. These terms were last updated on 25th May 2005

COPYING

1. Save as expressly provided in below, any downloading, use or copying of Website Materials is strictly prohibited and, in particular, you agree to use the Website Materials solely for your business or commercial purpose.

2. The re-use and/or aggregation of any of the Website Materials in the provision of a commercial service is expressly forbidden

3. The copying and use of third party Website Materials accessed via this website is governed by the terms of use applicable to the third party site which you have accessed.

REGISTRATION

1. Following registration we will allocate an account to you and request a password for security purposes. The password that you choose must be kept private and secure by you at all times. Failure to do so could lead to unauthorised activities on your account. Transactions made using your account number and password are accepted by us on the understanding that you are placing an Order(s). If an alternative source has accessed your account and we are not informed, we accept no liability for monies or information lost.
2. You agree to be solely responsible for all use of this site or any placing an order through use of your account name and password.
3. We reserve the right to ask for proof of age and evidence to verify your identity at any time and will be carrying out regular checks of our members. We reserve the right to conduct checks against any of the details provided to us and pursue this information through any channels and methods available to us.
4. We reserve the right to refuse to register you and/or to suspend and/or terminate your registration and/or account at any time in each case in our sole and absolute discretion and we shall not be obliged to provide you with any reasons for so doing. Furthermore, we reserve the right to refund to you or withhold any payment of monies from or into your account if there is manipulation of our financial system or suspicion or evidence thereof or a breach or suspected breach of any applicable law, regulation or any of these terms, in each case without providing any reason. Use of any account otherwise than in accordance with these terms or any other abuse of any account is strictly prohibited.
5. We reserve the right to suspend and/or terminate your registration and/or account immediately and without consultation, notification or giving reasons therefore in the event that you cause to be published on, and/or send via, our site or by placing an Order any actual or potentially defamatory, offensive or obscene language or material or if you breach, or are suspected of any breach of, any applicable law or regulation or should we deem it in the best interests of Music Ventures to do so. This applies also to your registration details and to breach by you of our privacy policy.
6. It is your responsibility to ensure that at all times you comply with all laws and regulations in any jurisdiction where you are located or resident and that you have complete and unrestricted legal right to use this service, to register and place orders.

PAYMENT

1. All orders must be prepaid in full prior to commencement unless otherwise agreed in writing beforehand. It is the normal policy of Music Ventures to request funds in advance as this keeps prices as low as possible - a key aim of the company.
2. Payments may be made by cheque or bank transfer. Otherwise, instant payments may be made online via credit card. It is intended that this service will commence on or before 25th June 2005.
3. Charges and proceedings may be brought against you or any other person who has manipulated, or tried to manipulate, our service, or your or any other customer's account(s) and we reserve the right to pass on such information as we deem relevant to the relevant authorities if we become aware or suspect that you are involved in any such activities. We are not obliged to inform you of the same, nor to give any reasons for doing so. You agree to waive any and all rights you may have, at law or otherwise, of whatever nature and in whatever jurisdiction, in connection with such disclosure.
4. If we become aware, or suspect that a transaction is suspicious and involves or may involve financial crime or similar activity then we reserve the right to retain the amount of that transaction and any other transaction made by you. We shall be under no obligation to provide you with any reasons for so doing.
5. You must maintain your account in order to place Orders. Uncleared or returned payments will result in immediate suspension of your order.
You will be liable for any work undertaken up to that point and delivery dates will be affected.

SECURITY POLICY

Music Ventures is committed to the security of all personal details entered onto this site. Our systems are rigorously tested and have been developed with encryption software and secure socket layer technology. Credit card transactions are provided securely by SECURE TRADING

(www.securetrading.com) with a view to ensuring the security of all personal information and your complete peace of mind.

Music Ventures employees do NOT have access to your full debit/credit card details.

OUR LIABILITY

1. Save in respect of claims for death or personal injury arising from Music Ventures negligence (a) Music Ventures liability to you for any matter arising out of or in connection with your use of this site or orders placed over the telephone or by other means will be limited to the total price of the product or service purchased in respect of any claim due to you in accordance with these terms; and (b) Music Ventures will not be liable for any indirect or consequential loss. All representations, warranties and terms (express or implied) not set out in these terms are, to the fullest extent permitted by law, excluded and Music Ventures shall, to the fullest extent permitted by law, have no liability to you in respect of the same. You agree to indemnify Music Ventures in respect of any liability, damages, costs or claims which it may suffer arising out of or in connection with your use of the site or otherwise arising out of or in connection with our services. Your statutory rights as a consumer (if any) are not affected by these terms.

2. Music Ventures does not accept liability for any errors and omission and reserves the right to change information, specifications and descriptions of listed goods, products and services.
3. In particular, Music Ventures shall not be held liable or responsible for any consequences that occur through your use of our services where the circumstances that caused such consequences were beyond our reasonable control, including any loss or damage that has arisen through our site or our services or their content, including delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of our site or any error or omission in content.
4. In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, Music Ventures shall, at its own option, make good any shortage or non-delivery, replace or repair any damaged or defective goods or refund to you the amount you paid for the goods in question provided that you notify Music Ventures of the problem in writing at the address stated in the confirmation e-mail within 10 working days of delivery of the goods. NOTHING IN THIS CLAUSE EFFECTS YOUR STATUTORY RIGHTS.
5. Music Ventures accepts no responsibility and shall not be liable to you for the content of or use by you of any information or services offered by third party links or advertising or otherwise posting information via our site (whether directly or via links to or from other sites or other electronic mechanisms) nor can Music Ventures be said to endorse the contents of such advertisements or information. In particular, we shall have no liability in respect of material hyper-linked to our web pages which may be misleading, inaccurate, defamatory, threatening or obscene or otherwise not in accordance with applicable laws or regulations and the provision by us of a link to another website does not constitute any authorisation to access materials held at that location.

DELIVERY

1. Music Ventures will use its best endeavours to check materials sent in by you but cannot guarantee to do so immediately. This will depend on workload. Once artwork, master, payment and any other relevant information is received and agreed to be correct by both parties, in general most work will be carried out within 14 working days (not including Saturdays or Sundays) of sign off on your materials. Music Ventures gives no fixed guarantees regarding delivery dates, due to the complexities of the manufacturing process, and all dates given are for guideline purposes only whether in writing or otherwise. Music Ventures shall not be liable for delivery outside of anticipated delivery dates for any reason whatsoever.

CANCELLATION AND REFUND POLICY

1. Upon receipt of your materials and payment, Music Ventures will begin work as soon as possible. For this reason, work submitted or goods ordered may not be cancelled or refunded under any circumstances unless expressly agreed in writing by Music Ventures. It may be possible to suspend work at the discretion of Music Ventures Ltd, but in this case all work undertaken up to that point must be paid for. Music Ventures reserves the right to determine the charge for this and the extent of the refund, if any.

PRIVACY POLICY AND DATA PROTECTION CONSENT

1. By agreeing to these terms you agree to the terms of our Data Privacy Policy and Data Consent. Such policy and consent is incorporated in and forms part of these terms.
2. Information on what (if any) data is held about you can be obtained by contacting us as follows -
The Data Protection Officer, Music Ventures Ltd, 5-6 Vennington, Westbury, Shrewsbury SY5 9RG
3. In accordance with applicable UK data protection legislation we reserve the right to charge a fee for providing such information.

OVERVIEW

1. These terms constitute to the fullest extent permitted by law the whole of the agreement between you and Music Ventures with regard to the use of this website.
2. Nothing in these terms shall exclude or limit liability for fraud or fraudulent misrepresentation.
3. If any part of these terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW AND DISPUTES

These terms shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute or claim of whatever nature arising out of or relating to this website, and that the laws of England and Wales shall govern such dispute or claim. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of our intellectual property rights or breach of these terms is taking place or originating. You are responsible for compliance with any applicable laws and regulations of the jurisdiction from which you are accessing this website. We operate this website from England and make no representation or warranty that the information contained herein is appropriate or available for use in other locations outside England and Wales.