

Terms & Conditions

1. Definitions

1.1 The **Buyer** means the account applicant or person who accepts a quotation of the Seller or whose order for the Goods is accepted by the Seller.

1.2 The **Seller** means Angus Reid, on behalf of Primary School Musical!.

1.3 **Conditions** means the conditions of sale set out in this document and any special and/or additional conditions agreed in writing by the Seller.

1.4 **Good** or **Goods** means the goods which the Seller is to supply in accordance with these Conditions

1.5 **Writing** includes facsimile transmission, [email] and other comparable means of communication.

1.6 **Including** and **In particular** shall be construed as not limiting any general words or expressions in conjunction with which either of those expressions is used.

1.7 **Our website** means any domains owned and published by Angus Reid on behalf of Primary School Musical!.

2. Conditions

2.1 These conditions shall apply to all contracts for sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any which the Buyer may purport to apply under any purchase order, confirmation of order or any such similar document.

2.2 No variation or addition to these Conditions shall be effective unless agreed in writing by the Seller

2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller and without any prior notification. The views and opinions expressed in any sales literature or on the Seller's website are the views of the contributors and should not be taken necessarily as fact.

2.4 By placing an order on our website, you are agreeing to these terms & conditions.

2.5 Nothing in these Conditions shall affect the statutory rights of any consumer.

3. Prices

3.1 The price shall be that on the Seller's current list price or as otherwise agreed in writing by the Seller and the Buyer should confirm prices (including any promotional prices and special offers) at the time of ordering.

3.2 Prices are subject to change without notice.

3.3 All prices are inclusive of VAT where applicable and charges for packing, postage and carriage shall be paid in addition.

3.4 All orders placed with the Seller are subject to the full postage incurred by the Seller, and shown on the invoice, being paid by the Buyer.

4. Payment

4.1 Payment must be made in full before dispatch of any Goods.

4.2 Payment may be made by cash, cheque, visa, mastercard, maestro or solo.

4.3 Downloadable items may only be purchased by cash, cheque, visa, mastercard, maestro or solo. They cannot be purchased on official order/credit account.

5. Interest on Overdue Invoices

5.1 Interest on overdue invoices shall accrue on any unpaid amounts from the date when payment becomes due at 6 per cent per annum above Halifax Bank of Scotland plc base rate from time to time until the date of payment (a part of a month being treated as a full month for the purpose of calculating interest), to accrue both before and after any judgment.

5.2 All invoices shall be paid in full, free from any deduction for any set-off, counterclaim or otherwise howsoever.

6. Delivery

6.1 Wherever possible, the goods are dispatched within 72 hours of receipt of order.

6.2 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.3 The method of dispatch for all sales shall be at the Seller's discretion.

6.4 The Seller's delivery charges and the timing of all deliveries shall be as published from time to time.

7. Ownership and Risk

7.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

7.2 The Seller remains the owner of the Goods affected by the contract until the Seller has been paid in full in cash or cleared funds for such Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

7.4 If any payment due under these Conditions is overdue in whole or in part, the Seller may without prejudice to any of its other rights recover and/or re-sell the Goods or any of them and may enter on the Buyer's premises by its servants or agents to recover the Goods and the Buyer shall be liable for all the Seller's costs of so doing.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) immediately become due and payable.

8. Returns/Cancellations/Replacements

8.1 Under the United Kingdom's Consumer Protection (Distance Selling) Regulations 2000, you have the right to cancel the contract for the purchase of any item within seven working days of delivery. This applies to all our printed products. However, we regret that we cannot accept cancellations of contracts for the purchase of video, DVD, and audio products, or in respect of digitally downloaded items.

8.2 In compliance with copyright law, CDs are NOT returnable to us if the seal has been broken. You may listen to the sound clips provided on our website, before purchasing, in order to help you decide which products you would like to purchase on a firm order. The copying of recorded material without written permission from the Seller contravenes Copyright Law. We will use the full weight of the law to protect the rights of the Copyright owners.

8.3 The Buyer is responsible for the payment of carriage charges on returned items and will be invoiced for any excess carriage charges we may incur as a result of this policy not being adhered to. It is the Purchaser's responsibility to ensure that returned goods are received by the Seller, in re-saleable condition.

Primary School Musical! products are sold subject to the condition that they shall not, by way of trade or otherwise, be resold, hired out, circulated or distributed without prior consent. Copies may be made, on payment of the appropriate fee, but these are strictly for use within the purchasing institution. For public performances a valid performance licence is required; blanket licences or permissions taken out with copyright agencies such as CLA, MRI, CCLI or PRS do not cover music or dramatical works published by Angus Reid on behalf of Primary School Musical. The Seller will take all necessary legal action against individuals, organisations or institutions, found to be in breach of Copyright law.