

Music Education Resources, Terms and Conditions

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Use of Website

By using the website MusicEducationResources.org or using any of the services offered by Music Education Resources, you agree to be bound by the terms of this agreement, which is a legal contract between you and Music Education Resources that governs your use of the MusicEducationResources.org website and the services provided by Music Education Resources in the form of teaching material.

The website allows you to browse information such as reviews and news items which you may save and print extracts from, for your personal use or to assist in preparing lesson material for use with students. For any other use of the website material, for example if you wish to use a review in a publication or on another website, please contact us.

The teaching material that is purchased from us may be used by the purchaser only for the preparation of lessons. You may not distribute or re-sell anything from the resources packs.

You are responsible for any hardware, systems and / or software program(s) you use and any associated fees and expenses to connect to or use the Internet, and / or to use any of the Material.

Resource Pack pricing and availability

Music Education Resources constantly update our materials and reserve the right to do so.

Music Education Resources will deliver Resource Pack unit materials marked * (materials written and available now) on receipt of payment.

Music Education Resources will deliver materials not marked * (written to order) within 21 working days of receipt of payment.

Where an order consists of a mixture of ‘available now’ and ‘written to order’ materials, the ‘available now’ materials will be despatched on receipt of payment.

The remaining unit materials will be supplied within 21 working days of receipt of payment.

Payment

All prices for Materials within the Service are subject to change by Music Education Resources at any time. While Music Education Resources tries to ensure that all prices on the Site are accurate, errors may occur. If Music Education Resources does discover an error in the price of any Materials you have ordered it will give you the option of reconfirming your order at the correct price or cancelling it. If Music Education Resources is unable to contact you it will treat the order as cancelled.

Purchasing Online

When you place an order to purchase from Music Education Resources using our online ordering procedure (an “Online Order”), your payment details will be sent to our chosen merchant to complete your purchase. Music Education Resources do not store or hold your card information.

The merchant will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when the merchant sends an e-mail confirmation to you.

You agree that any submissions you make Online constitute your intent and agreement to be bound by the terms of this Agreement and to pay for such purchases.

Purchasing via post.

For centres unable to order on-line we are able to process by post at : **PO Box 1348, Cardington, Bedford MK44 3WP** Cheques should be made payable to 'Music Education Resources'.

Music Education Resources reserve the right to withhold materials until cheques are cleared.

Other methods of purchase.

Please contact Music Education Resources to discuss other methods of purchase.

Cancellation Rights

You have the right to cancel certain purchases made online with Music Education Resources may be cancelled within 7 days of your receipt of them, by returning the goods with a written notice (fax, email or letter) of your intention to cancel the goods. Your statutory rights are not affected.

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Alteration of online ordering procedure and/or changes to these terms and conditions.

We reserve the right to make changes the Site, our policies and these terms and conditions at any time. You will be subject to our policies and terms and conditions in force at the time that you use the Site or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

Our liability to you

Due to the nature of the Site and circumstances beyond our control, we do not warrant that the information provided by or on the Site is accurate or error free. Some information available through the Site may be identified as subject to a disclaimer. If you rely on that information, you do so subject to the disclaimer.

We will not be liable to you for any loss you suffer due to the Site being wholly or partly unavailable. For example as a result of technical breakdown, power failure or industrial action.

We will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Site (including as a result of viruses or other website defects) unless such loss or damage is directly and solely caused by our negligence or deliberate default.

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The Site may contain links to other websites for your convenience. Our inclusion of links to third party websites does not imply that Music Education Resources endorses these websites or guarantees the reliability of the information that they contain.

Waiver.

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in accordance with these term and conditions are subject to the non-exclusive jurisdiction of the English courts.