

## TERMS & CONDITIONS

Please read these terms carefully, and print and keep a copy of them for your reference.

### 1. **About Us**

This website philipstopford.com is owned and operated by Philip Stopford (we/us/our), an individual operating as a sole trader.

**Trading Address:** 3 Carina Drive  
Leighton Buzzard  
Beds  
LU7 3XG  
United Kingdom

**Residential Address:** Christ Church  
17 Sagamore Road  
Bronxville,  
New York  
10708  
United States

**Email:** philip@philipstopford.com

**Phone:** +44 (0)7825 146969

### 2. **Making a Contract With Us**

- 2.1 When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order.
- 2.2 Once we have reviewed your order we will e-mail you again to confirm that we accept your order, and that a contract has been made between us.
- 2.3 In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will not receive an e-mail confirming acceptance of your order, and there will be no contract between us.
- 2.4 Images of products on this website are for illustrative purposes only. Your goods may vary slightly from the image shown on the .
- 2.5 Whilst we try to be as accurate as possible, all information provided is approximate and is provided in good faith.

- 2.6 This contract is covered by English law.
- 2.7 By placing an order with us, you agree to and accept these terms, as well as our privacy policy and the terms of website use.

### **3. How to Place Orders**

- 3.1 You can use our website to place an order by selecting the product you wish to buy and adding it to your basket. Items you do not require can be removed from your basket at any time.
- 3.2 Carriage charges will be calculated and shown prior to you completing your order.
- 3.3 You will be required to pay for the goods in full at the time of ordering.
- 3.4 We use secure payment facilities for online purchases - our website is hosted on a secure server which uses the latest encryption technology. You can pay for your order by Visa, Mastercard, Delta, American Express or using your PayPal account.
- 3.5 Promotional prices only apply during the period stated.
- 3.6 Transactions are handled by PayPal in the United Kingdom.
- 3.7 All prices quoted on our website are in US Dollars. Sheet music is zero-rated for VAT purposes.
- 3.8 Once your order has been confirmed, changes may not be possible or may incur additional charges or delays.

### **4. Delivery & Carriage Charges**

- 4.1 Goods will normally be dispatched within 10-14 working days and any estimated dispatch date is an estimate, which can change without notice.
- 4.2 We will normally deliver goods within 1-2 working days of dispatch, subject to the constraints of the delivery service.
- 4.3 Goods will be dispatched either from the UK or the USA, whichever is most appropriate to the destination.
- 4.4 Your order may arrive in more than one delivery
- 4.5 We will deliver the goods to the premises you specify on your order.

- 4.6 We will not accept responsibility for loss or damage if you instruct the delivery company to leave the goods unattended.
- 4.7 If the goods are lost or damaged in transit, please let us know promptly.
- 4.8 Sometimes, for reasons beyond our control we may be prevented from delivering your goods as planned. These might include things such as accidents, breakdowns, fire, flood, storm, severe weather, acts of God, war, riot, civil commotion, malicious damage or the default of our suppliers. We will try to put things right as soon as possible however we can't be responsible where this causes a delay or failure in delivering your goods.
- 4.9 Time is not the essence of the contract unless expressly stated otherwise

## **5. Cancellation and Returns**

- 5.1 This policy does not apply to goods ordered by businesses, which are exempt from the Distance Selling Regulations, or any items which have been personalised or modified to your specification, which are exempt from the right to cancel.
- 5.2 You can cancel your contract at any time up to 14 days after the day of delivery. To do this, please e-mail or write to us. We are unable to accept cancellations by phone.
- 5.3 You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future.
- 5.4 If you cancel, you must return the goods within 14 days of cancellation, at your own expense. You must ensure that the goods are packaged adequately to protect against damage.
- 5.5 If you fail to return the goods, we will collect them, and we will charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.
- 5.6 We will refund all monies paid to us by you including any postage / carriage within 14 days of receipt of the goods or proof from you that you have sent them back, whichever happens first, less any costs due under this contract.
- 5.7 Business customers, or customers exempt from the distance selling regulations may not cancel an order without our mutual agreement.

This cancellation policy does not affect your statutory rights - for example, if goods are faulty or incorrectly described.

## 6. **Faulty Goods**

- 6.1 If there is a problem with the goods, please notify us by email or in writing providing details of the problem. Its helpful if you can provide us with a digital photograph of the problem as this normally saves you having to return the goods for inspection. We will deal with the matter in accordance with your legal rights.
- 6.2 If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement goods will not be dispatched until the original goods have been received at our warehouse and checked.

The cost of returning goods to us is your responsibility, however on inspection we will refund your reasonable postage costs, providing that the goods are found to be faulty. If the goods are not faulty, we will return them to you, however you will be required to cover our reasonable postage costs.

- 6.3 Within this time scale we will replace defective goods free of charge, at our discretion, providing that you have returned to us any faulty goods upon request.
- 6.4 If an item is no longer available we will offer an alternative. However our liability will be to replace the faulty goods only and we are unable to guarantee an exact match. In this instance you will have the option of a refund.
- 6.5 Where we replace faulty goods you are responsible for their disposal if they have not previously been returned to us.

## 7. **Liability**

- 7.1 The products sold on this website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.