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ONLINE SALES TERMS

Full payment must be received prior to commencement of work..

Anything made bespoke or having any form of embellishment is non-refundable unless there are obvious faults made on our part.

If we issue you with artwork and that is approved there can be no further amendments to the design.

USE OF THIS WEBSITE

Use of this site constitutes your acceptance of our displayed terms and conditions, which come into effect immediately you first access the site. If you do not accept these terms and conditions you must not use this website and you must leave by clicking away immediately. This site reserves the right to change these terms and conditions at any time by posting changes online. It is your responsibility to refer to these terms and conditions on accessing this site. Continued use of this site after such changes to the terms and conditions constitutes acceptance of those posted changes.

YOUR CONTENT

If we allow you to upload any comments, reviews or other content to this website, you must ensure that such information is accurate, that it complies with all applicable laws, regulations and codes of conduct and that it does not infringe any third party intellectual property or other rights. Also, your content must not be defamatory, offensive, vulgar, racist, obscene, abusive, threatening, harassing, invasive of another's privacy or similarly inappropriate. We reserve the right, without notice or refund, to suspend, alter, remove or delete any content or to disclose to the relevant authorities any such content if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant content.

SECURITY

If we enable you to create an account on our site, you acknowledge that this is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

COPYRIGHT

No image should be sent to us without you knowing that you have the rights to that image or that you have the explicit permission by the owner of the rights to that image. It will be automatically assumed that by sending us the image that you have the right to use it and that you have given us

permission to create the image and that is part of the contract. Should it be found that the image is not authorised for use and the owner challenges the production of it, then we will pass on the customer details to the owner upon their proof of ownership. You acknowledge that all intellectual property rights, including any trade-marks or copyright in the content of this site, are owned by this site or its third party suppliers. Nothing contained herein shall be construed as granting any licence or right to use any of the intellectual property of this site except as otherwise provided on this site. Material may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own personal non-commercial use, or in accordance with this site linking terms and conditions.

OWNERSHIP OF DIGITISATION

The ownership of all digitised designs and artwork supplied by ourselves remains with ourselves, irrespective of the design having a copyrighted logo. The digitisation charges are solely for the work of creating the design, which we will keep on file for 10 years from when it was last used. To own the embroidery and/or artwork files a separate ownership fee is applicable.

ARTWORK

Should you request us to produce artwork and then do not proceed to place an order or cancel an order, then this will attract our standard artwork charge of £35 + vat, otherwise artwork charges will only be applied if we have advised as such.

COOKIE POLICY

This website, like most websites, works best when allowed to use cookies.

We and our business partners collect information about your use of our website through cookies. Cookies are information files stored on your computer, Tablet or Smartphone that help websites remember who you are and information about your visit. Cookies can help to display the information on a website in a way that matches your interests. Most major websites use cookies.

THIRD PARTY WEBSITES

We may link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or the goods or services which they offer. You use such third party sites at your own risk.

LIABILITY

You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.

f you are a consumer or purchasing on behalf of a business, organisation or charity, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

- 1) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
- 2) such loss or damage was not reasonably foreseeable by both parties:
- 3) such loss or damage is caused by you, for example by not complying with this agreement; or
- 4) such loss or damage relates to a business.

If you are a consumer or purchasing on behalf of a business, organisation or charity, you will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our website (subject of course to our obligation to mitigate any losses). The following clauses apply only if you are a business:

1) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement. In this clause, any reference to us includes our employees and agents.

- 2) Our liability of any kind (including our own negligence) with respect to our website for any one event or series of related events is limited to £100.
- 3) In no event (including our own negligence) will we be liable for any:
- a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- b) loss of goodwill or reputation;
- c) special, indirect or consequential losses; or
- d) damage to or loss of data

(even if we have been advised of the possibility of such losses).

You will indemnify us against all claims and liabilities directly or indirectly related to your use of the website and/or breach of this agreement.

This agreement constitutes the entire agreement between us with respect to its subject matter and supersedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

COMPLAINTS

If you have any complaints, please contact us via the contact details shown on our website or write to our address shown at the start of these terms and conditions.