



# R Ø C K F I Z Z

## RECORDS

Please read the following important Terms and Conditions before you buy anything on our site. The following Terms and Conditions are the property of Rockfizz Limited and should not be copied in whole or in part.

### 1 Definitions

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the meanings set out below:

**‘Company’, ‘we’, ‘us’ or ‘our’:** means Rockfizz Limited (a company registered in Guernsey with company number 62822, trading as “Rockfizz Records”);

**‘Confirmation Email’:** means the email from the Company to the Customer confirming that the Customer’s order has been accepted and providing the Customer with an order number;

**‘Contact Details’:** means:

Email: [contact@rockfizzrecords.com](mailto:contact@rockfizzrecords.com)  
Registered office address: Rockfizz Limited, Le Foulon Business Centre, Le Foulon Road, St Peter Port, Guernsey, GY1 1YR

**Contract:** means the contract that comes into existence at the point when the Customer receives a Confirmation Email from the Company to confirm that the Company has accepted the Customer’s order placed through the Website, as more fully described in clause 2 of these Terms and Conditions

**‘Customer’, ‘you’ or ‘your’:** means the person or organisation using the Website to purchase goods from us

**‘Customer Materials’:** means all intellectual property (including music tracks, artwork designs, digital files etc.) and any other property whatsoever provided by the Customer to the Company

**Intellectual Property Rights:** means any and all rights in the nature of intellectual property rights anywhere in the world (whether registered or unregistered) including, without limitation, image rights, patents, trade marks, service marks, design rights, copyright (including all copyright in any music tracks, lyrics, artwork, digital files etc.), moral rights, databases, trade or business names, whether capable of registration or not, but including any right to register same and all other rights of the equivalent or similar effect or nature

**Price List:** means the most up to date list of prices advertised by the Company on the Website from time to time

**Privacy Policy:** means the Company’s privacy policy made available on the Website, as amended from time to time

**Product:** means physical etched PVC vinyl records and accompanying articles (for example, printed cardboard sleeves, printed centre labels etc.) (as applicable to each individual order)

**Terms and Conditions:** means these terms and conditions as amended from time to time

## **2 Contract between the Company and the Customer**

- 2.1 Below, we set out how a legally binding contract between you and us is made.
- 2.2 You place an order on the Website by uploading all Customer Materials through the ecommerce website provided at [shop.rockfizzrecords.com](http://shop.rockfizzrecords.com). Please read and check your order carefully before submitting it.
- 2.2.1 When you place your order at the end of the online checkout process, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 2.2.2 We reserve the right to refuse to accept any orders and may contact you to say that we do not accept your order. This is typically for the following reasons:
- (a) the product is out of stock;
  - (b) unexpected limits on our resources which could not reasonably plan for;
  - (c) we cannot authorise your payment;
  - (d) we have identified any error in the price or description of a product;
  - (e) we are unable to meet a delivery deadline you have specified;
  - (f) you have ordered too many products;
  - (g) for any other reason determined to be reasonable by the Company in its absolute discretion.
- If we decide not to accept your order, we will notify you of this in writing (which includes email) and you will not be charged for the Product.
- 2.2.3 We will only accept your order when we email you to confirm this in a Confirmation Email. At this point a legally binding contract will be in place between you and us.
- 2.3 If you buy goods on our Website you agree to be legally bound by this contract.
- 2.4 These Terms and Conditions are deemed to be incorporated into all Contracts between the Company and the Customer.
- 2.5 This contract is only available in English. No other languages will apply to this contract.
- 2.6 If you don't understand any of this contract and want to discuss it with us, please contact us using our Contact Details.

## **3 Payment**

All online payments are processed through a payment gateway, which securely handles all transactions and doesn't share your credit card or banking information with us.

## **4 Changing your order**

If you wish to change your order, please contact us by email as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **5 Cancellation of Contract**

- 5.1 You have the right to cancel this contract within 2 hours without giving any reason.
- 5.2 The cancellation period will expire after 2 hours from the time at which you received a Confirmation Email.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by email. You can use the model cancellation form set out in the box below, but it is not obligatory.

**Cancellation form**

To Rockfizz Limited:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5.5 If this Contract is cancelled it will not affect our right to receive any money which you owe to us under this Contract.

**6 Cancellation fee**

In the event of an order being cancelled by the Customer after the order has been accepted by the Company and after the 2 hour cancellation period has expired, the Company shall be entitled to charge a cancellation fee payable by the Customer to cover the Company's losses arising from such cancellation. The amount of such cancellation fee will be determined on a case by case basis.

**7 Refunds**

7.1 Subject to clause 7.2 below, due to the bespoke nature of each Product we produce we are unable to offer refunds.

7.2 It may be possible to receive a refund in respect of any Products you receive which are faulty. If you have received a faulty Product, please contact as soon as possible using our Contract Details and clearly setting out what the problem is. In circumstances where there is a genuine fault with a Product we will be happy to discuss refund and replacement options.

**8 Delivery**

8.1 The estimated date and timeframe for delivery of the goods is set out in the Confirmation Email.

8.2 If something happens which:

8.2.1 is outside of our control; and

8.2.2 affects the estimated date of delivery,

we will provide you with a revised estimated date for delivery of the goods.

8.3 Delivery of the goods will take place when we deliver them to the address that you provided to us.

8.4 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

8.5 The Company will make reasonable endeavours to ensure that items delivered by a third party are suitably packaged for transit. The Company cannot accept liability for loss and/or damage caused by a third party. For valuable items, the Client should take out suitable insurance cover

8.6 Clients who choose to have items returned to them without loss and/or damage insurance cover do so at their own risk.

8.7 Claims for damage, non-delivery or shortages will not be considered unless notified in writing (which, for the avoidance of doubt, includes email) within 7 days of delivery.

8.8 We reserve the right to limit the sales of our Products to any person, geographic region or jurisdiction and will exercise this right in our absolute discretion.

8.9 We reserve the right to limit the number of Products ordered in one particular order or by one particular Customer and will exercise this right in our absolute discretion.

## **9 Price of goods**

The price of the goods is in pounds sterling (£)(GBP).

## **10 Amendment of Price List and Terms and Conditions**

The Company reserves the right to amend both the Price List and these Terms and Conditions without prior notice.

## **11 Descriptions of Products and Price Lists**

All descriptions of Products and the figures and timeframes set out in the Price List on the Website may be amended by us from time to time, in our absolute discretion, without prior notice.

## **12 Products may vary slightly from their pictures**

The images of products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that an electronic device's display of the colours accurately reflects the colours of the products. Your product may vary slightly from those images.

## **13 Product packaging may vary**

The packaging of products may vary from that shown in the images on our Website.

## **14 Discontinuance of a Product**

We reserve the right to discontinue any Product, package, deal, promotion or any other offering on our Website at any time in our absolute discretion.

## **15 Website maintenance**

The Website may be unavailable from time to time in order for us to carrying out general website maintenance tasks. We make take the Website offline at any time without prior notification.

## **16 Use of the Product**

The Customer shall be wholly responsible for the use of the Product. The Company shall not be legally responsible for the use of any Product by the Customer.

## **17 Images/Data Supplied in Electronic Format**

17.1 For all images and/or data supplied by the Customer to the Company in electronic format (including, but not limited to, electronic mail, CDs/DVDs, USBs, electronic files etc.), the Company will endeavour to ensure that the data sent is not corrupt before dispatch.

17.2 The Company cannot be held responsible for any damage, disruption and/or loss of any kind that the said media may cause to the Customer's computer or data. The Customer agrees to take similar steps to ensure that any data sent by the Customer to the Company is not corrupt and is free of any viruses.

17.3 The copyright in all images and designs created by the Company remains with the Company.

## **18 Customer's legal ownership of property supplied to the Company**

18.1 By entering into the Contract, the Customer warrants to the Company that:

18.1.1 it legally owns the copyright in, or is the owner or licensee of any and all Intellectual Property Rights relating to any and all copy audio or data masters, recordings, images, designs, digital files and other items or materials supplied to the Company by

the Customer (including the Customer Materials) for the purpose of producing the Product or any other purpose; and

18.1.2 any property (including digital files, music tracks, artwork etc.) provided by the Customer to the Company through the Website does not infringe any Intellectual Property Rights.

## **19 Liability**

19.1 The Customer agrees that in all dealings with the Customer, the Company's liability for any breach of these Terms and Conditions or any representation, act or omission (including negligence) shall be limited to the price paid by the Customer in relation to the manufacturing and delivery of the Product (as confirmed in the Confirmation Email) and the Company shall not be held responsible for any special, indirect or consequential or pure economic loss, costs, damages, fees or expenses.

19.2 For the avoidance of doubt, the Company shall not be legally responsible for:

19.2.1 losses that:

- (a) were not foreseeable to you and us when the Contract was formed; or
- (b) that were not caused by any breach on our part;

19.2.2 business losses; and

19.2.3 losses to non-consumers.

19.3 The limitation on liability shall also apply in the event that any Products are lost through equipment malfunction, are lost in the mail or otherwise lost or damaged where the Company is not liable.

19.4 Nothing in these Terms and Conditions limits or excludes our liability for death or personal injury resulting from negligence or any damage or liability incurred by the Customer as a result of fraud or negligence or fraudulent misrepresentation by the Company.

## **20 Indemnity**

The Customer agrees and undertakes to indemnify and to keep indemnified the Company against any loss, damage, costs or expenses of any kind whatsoever which may occur, be suffered or incurred as a result of a breach of or failure to comply with any of these Terms and Conditions and/or any action, claim or demand relating to the Customer Materials or the use of a Product howsoever arising.

## **21 Complaints**

21.1 In the unlikely event of any complaint, please contact us within 14 days of the receipt of your order using our Contract Details if you would like to discuss:

21.1.1 the replacement of any goods;

21.1.2 a price reduction;

21.1.3 the rejection of any goods and obtaining a refund; or

21.1.4 any other matter.

## **22 Disputes**

22.1 We will try to resolve any disputes with you quickly and efficiently.

22.2 If you are unhappy with:

22.2.1 the goods;

22.2.2 our service to you; or

22.2.3 any other matter;

please contact using our Contact Details as soon as possible.

**23 Third party rights**

A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with them.

**24 Privacy**

All information the Customer shares with the Company through the Website shall be processed in accordance with the Privacy Policy.

**25 Entire agreement**

These Terms and Conditions constitute the entire agreement between the Company and the Customer and supersede any previous agreements between the Company and the Customer relating to its subject matter.

**26 Variation**

Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both the Company and the Customer.

**27 Law**

27.1 The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of Guernsey.

27.2 The courts of Guernsey shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matters arising from it. Both the Company and the Customer irrevocably waive any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have the jurisdiction.

27.3 If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

## **DISCLAIMER**

The Rockfizz Records website and all material contained in it, provides general information only. Changes may occur in circumstances at any time which may affect the accuracy or completeness of the information, and it should not therefore be relied upon.

If you have a specific enquiry, please contact Rockfizz Records by emailing us at [contact@rockfizzrecords.com](mailto:contact@rockfizzrecords.com). Rockfizz Records does not accept responsibility for any loss, expense or liability which may arise from reliance on information contained in this website.

Any legal rights and obligations which Rockfizz Records and you may have will be contained in the Terms and Conditions found on this website.

We do not guarantee that documents or files within this website are virus-free. As such we accept no liability or responsibility for any loss or damage however caused by any virus. We strongly recommend that you use virus-checking software when using this website. In addition, you are responsible for virus-checking any document or file attachment that you send to Rockfizz Records via this website.

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