

RSL Online Store Terms & Conditions

(Updated 5th January 2016)

Please note: these terms and conditions are applicable to the sale of product from our website www.rslawards.com

This website is operated by Rockschool Limited (referred to as "RSL/we/our/us"). As user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below (which includes any other important hyper-linked sections e.g. [Privacy policy](#)). We advise our customers to read through these terms and conditions carefully before using this website and retain a copy for future reference. Please also read our [Privacy policy](#) section regarding your personal information.

1. General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website will signify your acceptance to be bound by the latest terms and conditions.

1.2 If you are not a candidate or student, you confirm that you have authority to bind any candidate or student on whose behalf you use this website

1.3 Some RSL website services will require registration and subsequent access to those services will be subject to an approved login name and password. Information that you provide on this website must be accurate and complete. All Passwords Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times. In the event that you have any concerns regarding your Password Details or become aware of any misuse then you must inform us immediately. RSL will not be responsible for any data incorrectly entered onto the RSL registration system.

2. Ordering Process

2.1 Please see the 'Payment Options' link on each product page for information on how to place an order for an RSL product. All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions.

2.2 The checkout stage sets out the final details of your order. Following this, we will send to you an order acknowledgement email detailing the products you have ordered.

2.3 Acceptance of your order and the completion of the contract between you and us will take place once the product is downloaded or dispatched to you, unless we have notified you that we do not accept your order or you have cancelled it within **24hours**.

2.4 If a problem arises whilst you are downloading RSL files or material, please [contact us](#).

2.5 Please note, we do not file details of your order for you to subsequently access direct on this website. Therefore, please print out these terms and conditions and the order acknowledgement for your own records. If you wish to obtain specific details of your previous orders please [contact us](#).

3. Payment

3.1 We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. Both physical and digital goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given if you have already paid for the goods which we cannot subsequently supply.

3.2 To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

3.3 Payments can only be made via the following credit and debit cards: JCB, Maestro, MasterCard and VISA

3.4 Title to any product(s) you order on this website shall pass to you on delivery/download of the products provided that we have processed and received payment in full for the products.

3.5 Prices are shown in 20+ currencies and include VAT (where applicable) or local taxes at the applicable rate. If your local currency is not available prices will default to either **£Sterling**, **\$USD** or **€Euro** as appropriate based on your browser's language preferences. Exchange rates are set monthly, but may be subject to local fluctuations.

3.6 Price information displayed on the rslawards.com website is subject to change without prior notice.

4. System Requirements

Use of the rslawards.com website requires compatible hardware and certain software. The performance of our service can be affected by the quality of these factors. You accept that it is your responsibility to ensure that these requirements (which may change occasionally) are met by your system. For more information on what you need, please see our System Requirements page.

We strongly recommend that you use a high-speed internet connection when downloading content purchased on the rslawards.com website.

Any reference to 'Windows Media Player', 'Scorch', Adobe Reader or other third party software should be taken as advice only, and not as a guarantee of the performance of such software. Any complaints about the performance of third party software should be made to the relevant companies who own the software.

5. Returns

5.1 The sheet music, visual, audiovisual and audio materials offered and digitally delivered by www.rslawards.com are deemed to be services (Services) for the purposes of the Consumer Protection (Distance Selling) Regulations 2000. Because of the nature of the Services (and any goods) offered on rslawards.com, you agree not to exercise any right of return or cancellation concerning:

- The supply of Services which execution has already started (i.e Download has commenced).
- The supply of goods which cannot be returned because of their nature.
- The supply of software you downloaded prior to the commencement of a Download (or acquisition of any goods).

6. Refunds

6.1 You will be charged immediately after placing your order. There are no refunds available for any of RSL's digitally downloadable products. If you have trouble with your purchased products, please contact us and we will attempt to resolve your problem.

7. Intellectual Property and Copyright

7.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of the RSL website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us and our licensors. Material downloaded by you is for your personal use only. It may not be used in any form of public performance (with the exception of examinations) without the express written permission of RSL.

7.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for this purpose. You also acknowledge that any other use of the material and content downloaded from the RSL website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

7.3 **PDF Printing.** You are permitted to print a single copy of the PDF which accompanies your purchase which will show your order number, name and email address. PHOTOCOPYING OF THIS PDF IS ILLEGAL. Any abuse of this system will be vigorously pursued by all local UK and international legal enforcement agencies.

7.4 **Using your PDF in your exam.** If you are in possession of the **order number** provided at the time of purchase (**in the right-hand margin of every page**) then you are authorised to use the PDF printed or otherwise during the exam. It is acceptable for candidates to use their PDF or electronic copies of RSL material in their exam in substitution of a hard copy book. The order number will need to be given to the examiner at the start of the examination and will be verified after the examination.

If the code is found to be invalid, exam results will be withheld until a valid code, or proof of purchase of an RSL/Rockschool book, is provided.

8. Liability and Indemnity

8.1 RSL will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website. RSL will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website. RSL accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

8.2 RSL will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- Loss of goodwill or reputation; or
- Special or indirect losses
- Suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

8.3 Notwithstanding the above, RSL's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

8.4 This clause 6 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

8.5 RSL will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

9. Miscellaneous Provisions

9.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

9.2 RSL shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

9.3 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

9.4 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by RSL.

9.5 RSL reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.

9.6 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

9.7 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except:

- a) RSL (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions;
- b) RSL shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions;
- c) a person who is a permitted successor or assignee under Section 7.7 above of the rights or benefits of these terms and conditions may enforce such rights or benefits;
- d) No consent from the persons referred to in Section 7.8 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

9.8 No delay or failure by RSL to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of RSL.

9.9 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and RSL relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and RSL for your use of this website.

The RSL website is operated by:

RSL (Rock School Limited)

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7 High Street
Teddington
Middlesex UK.
TW11 8EE

Registered in England with Company Number 2610574
VAT Number 928 1226 29

We recommend you retain a copy of these terms and conditions for future reference.
If you have any questions regarding the RSL website, please contact the company at the above address or at www.rslawards.com