



TERMS AND CONDITIONS OF SALE

Please take a few minutes to read our terms and conditions of business. The aim is to provide a comprehensive, competitive and efficient service. If you feel we have not achieved this for you, please let us know, and we will do our utmost to address your concerns.

OUR ADDRESS

All postal correspondence should be addressed to:
Millennium Music Software Ltd Unit 7C, Manvers Trade Centre, Newark St, Nottingham NG2 4PP.

PRICING POLICY

Special offers and promotions are valid for the period stated on the offer, and may not – unless otherwise stated – be used in conjunction with any other offer, and are subject to stock availability. We maintain the right to cancel any order and terminate any contract between us should the items ordered not be available or were priced wrongly we cannot obtain sufficient confirmation of the customer's address. (E&OE).

DELIVERY

Upon receipt of an order:

- ✓ Stocked items shall ordinarily be dispatched within two working days via courier or first class post, subject to payment or credit card clearance being received. Some orders may be subject to appropriate security checks which may regrettably result in a dispatch delay whilst security checks are carried out. All payments are taken at the same time as taking the order. If goods are not in stock then prepayment will be allocated to the customer's account and goods invoiced when dispatched.
- ✓ Items not in stock shall be ordered from our suppliers and shall be forwarded as soon as they are received. We will notify customers of any significant delays.
- ✓ If items ordered have been discontinued, or are no longer available for whatever reason, we shall inform the customer as soon as is practically possible and cancel the order and refund any monies paid within 30 days.
- ✓ Any delivery dates quoted are given in good faith, but should be treated as estimates only. Please allow up to 30 days for delivery. Should delivery not take place within this time, then the customer will be contacted and shall have the option to cancel the order and have any payment returned in full.

ORDERS FOR COMPUTER SYSTEMS

Orders for computer systems require a minimum 20% deposit. We reserve the right to substitute computer components for others equal or better in specification, however, we will cover the cost of the return of substituted items in the event of cancellation.

YOUR RIGHT TO CANCEL

If, for any reason, you wish to cancel your order, you should do so in writing by letter, fax, or email, but no later than the end of the seventh day following delivery of the product(s). Your payment will be refunded (less the cost of collecting the goods, should this be necessary) within thirty days of receiving the notice of cancellation, and by the same means by which it was taken. Where orders are cancelled after delivery, any items returned for credit should be returned strictly in accordance with the Returned Items paragraph below. Due to the nature of software-based products (ie that they may be copied and re-used), **we do not offer refunds or credits on software items that have been unsealed.**

EXCEPTIONS TO THE RIGHT TO CANCEL (DISTANCE SELLING LAWS)

Customers' attention is drawn to the following clause taken from The Consumer Protection (Distance Selling) Regulations 2000, 'Exceptions to the right to cancel' 13:1 "Unless the parties have agreed otherwise, the consumer will not have the right to cancel the contract by giving notice of cancellation pursuant to regulation 10 in respect of contracts (c) "for the supply of goods made to the consumer's specifications or clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly"; or (d) "for the supply of audio or video recordings or computer software if they are unsealed by the consumer."

RETURNS/ FAULTY GOODS

Millennium Music Software Ltd is happy to exchange or refund any faulty or transit-damaged goods within seven working days beginning the day after the day of receipt of the goods. Where a product is presumed to be faulty or damaged, please call **immediately** on 0115 985 9500 or email support@millennium-music.co.uk quoting your invoice number, whereupon we will issue a Goods Return Authorisation (GRA) number with which your product(s) may be returned for testing. We will arrange collection of any faulty/damaged items. Once confirmed faulty or damaged, a fully tested replacement will be supplied. Faulty items returned should otherwise be in good condition as described below in "Returned Items".

Any items reported faulty **after** seven working days beginning the day after the date of receipt will be repaired or replaced by Millennium Music Software Ltd in its absolute discretion and in accordance with the above procedure. A 20% charge may be made where goods are returned that are NOT faulty and are notified after 7 working days beginning the day after the goods were delivered. Due to the nature of software-based products (ie that they may be copied and re-used), **we do not offer refunds or credits on software that has been unsealed.** Any returned items should meet the criteria outlined below in "Returned Items". Any refunds given will be made only by the same payment method as the original payment was made. No credits or refunds will be given in respect of any goods after 30 days of purchase.

Goods returned outside the cancellation period will only be accepted when a valid GRA number is printed clearly on the outside of the package.

WARRANTY

Millennium Music Software Ltd will endeavour to ensure that all products supplied are of the highest merchantable quality and free from defect. Millennium Music Software Ltd cannot, however, be held liable where goods supplied are not compatible for whatever reason with the customer's existing equipment, be it hardware or software. Millennium Music Software Ltd does not give any warranty as to the performance or suitability of any third party packaged software supplied by it. However we will endeavour to pass on the benefit of any warranties given by the manufacturer(s).

PC compatible goods specified by Millennium Music Software Ltd are specified assuming the host to be an "IBM Compatible" PC with Intel™ processor and available resources and as specified on the product's own "minimum requirements" documentation. It is the customer's responsibility to ensure prior to purchase that enough resources are available on the host machine. Millennium Music Software Ltd accepts no liability whatsoever for any claims of compensation over and above the purchase price of the product where a product does not perform as specified.

PC Computer Systems specified and supplied by Millennium Music Software Ltd carry a One Year Warranty against hardware failure. Labour and carriage charges for warranty repairs are fully covered for the first year of the life of your product(s).

All systems are guaranteed to perform as specified for a period of one calendar month from the date of purchase (external peripherals are excluded). Millennium Music regrets that this guarantee will become void where components were not specified or recommended by Millennium Music Software Ltd for a particular system, and/ or where subsequent additions of peripherals or software not recommended by Millennium Music Software Ltd and/or supplied by other parties have affected system performance.

RETURNED ITEMS

Any returned items for credit or repair should be properly packaged to prevent transit damage (if mail order), in addition to the manufacturer's original packaging, and should be received in re-saleable condition, with NO defacing of any part of the product, manuals, or manufacturer's packaging. If damage occurs to a returned item (whether originally purchased from Millennium Music Software Ltd or not) and it is found not to have been adequately packaged no compensation will be offered. A claim might be made against the customer for goods returned for credit in defaced condition or where the customer has not taken reasonable care of the goods. In addition to the general conditions for returns outlined above, **any returned software MUST be un-opened and un-registered.**

COMPLAINTS

If you feel that you have been treated unfairly, or improperly by this Company or have any comments to make about the service you have received please write to:

The Managing Director, Millennium Music Software Ltd, Unit 7C Manvers Trade Centre, Newark St, Nottingham, NG2 4PP.

Please give your invoice number and if possible the name of our member of staff who dealt with your order.

TECHNICAL SUPPORT

Millennium has been supplying music software products in the UK since 1992 and has an enviable reputation for the supply of reliable PC-based audio recording systems. On the contact numbers below, Millennium Music Software Ltd, at its own discretion, will provide technical support on items purchased ONLY from Millennium Music Software Ltd. Please have your invoice number to hand when requesting tech support. During periods of high demand, priority will be necessarily be given to customers of recently-delivered products. Please bear with us at these times - our staff can be extremely stretched, thus your patience will be greatly appreciated!

Although we realise that many customers like to speak to somebody directly, by far the most efficient way to obtain tech support is via email at support@music-pc.com.

If you have purchased one of our PC systems, **FREE** telephone support is provided on weekdays between 10:00 and 16:00 subject to staff availability for the first full calendar month following delivery.

All subsequent support issues for the lifetime of the PC should be dealt with via email at the address above. Support on individual items, such as software and soundcards, etc, not supplied with a computer system, is provided entirely at our discretion. The offer of free tech support may be restricted or withdrawn should your system performance be impaired due to additions or modifications not recommended or supplied by Millennium Music Software Ltd for your system. The offer of tech support does not apply to software provided by Internet Service Providers (ISPs).

We regret that we shall not perform any work, whether under warranty or otherwise, on machines loaded with illegally copied software. Nothing in these terms & conditions shall detract from your statutory rights as a consumer, however.

Thank you for taking the time to read the above. They are necessarily formal in tone since they form the basis of a legal contract. However, please do not hesitate to contact us if clarification is needed on any of the above points.

Millennium Music Software Ltd
Amended May 2007