



Terms & Conditions - Songbooks

Definitions

In these terms and conditions, 'we' and 'us' means: Flying High Music. The business trades as Flying High Music and flyinghighmusic.com.

'You' means the person, school, church or organisation that purchases and receives goods and services from us.

'Order' refers to your request for goods or services and 'goods' refers to the product that you have selected for purchase.

General Terms & Conditions of Purchase

These terms and conditions apply to all agreements for the sale and/or for the supply of goods or services to you.

All prices quoted in sales or marketing materials, including our website, are subject to change.

Payment is required when placing an order, except for orders placed by UK Primary Schools where, once the purchase order is confirmed by the school's finance department, the Songbook will be dispatched. We will then issue an invoice to the school that is payable in full and within 14 days.

We use Royal Mail to deliver our Songbooks. You are responsible for the payment of any carriage charges as included on the invoice but delivery dates cannot be guaranteed and should only be used as a guideline. Flying High Music cannot be held responsible for deliveries that arrive later than expected. This applies to all UK and International deliveries.

For international orders, we are not responsible for confiscation or import duties and taxes imposed by local customs authorities. You must pay for those charges directly to the appropriate authority.

The ownership of any goods does not pass to you until we have received full payment.

Due to copyright laws, we are unable to offer inspection copies. However, our website provides song clips and script samples which should help you to decide about your purchase.

If any of these terms and conditions are not enforced by us at any one time or during a period of time, this does not constitute a waiver of them or a waiver of our right to enforce such terms and conditions in the future.

These terms and conditions shall each be read and construed independently of each other so that if one or more is deemed to be invalid for any reason whatsoever, then the remaining terms and conditions shall continue to be valid.

No amendment of these terms and conditions will be effective unless confirmed in writing.



These terms and conditions are governed by English Law and we and you submit to the exclusive jurisdiction of the English courts.

Returning an item

Under the Consumer Rights Act, your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods. You then have a further 14 days to send the goods back. You have a right to a refund within 14 days of us getting the goods back or you providing evidence that you have returned the goods to us, on condition that the goods are in a saleable condition i.e. undamaged.

If you wish to return your product because it is damaged in some way, please complete and submit the contact form immediately on receipt of the goods with a description of the damage. Any photographs or evidence that supports your case should be e-mailed to us. If we agree that the damage occurred whilst the package was in transit, we will send you a pre-paid return label so that you can send the item back to us. We can then assess how the damage might have occurred and send you a replacement copy.

If we send you an item in error, we will arrange for you to return it to us using Royal Mail services, with the costs pre-paid by us. Please use the Contact Form to inform us of the error.

Payment

Payments can be made at the time of ordering using your PayPal account or by debit or credit card as a PayPal Guest.

Where we have generated an invoice, we accept payments by **BACS** as follows:

Account Name: FLYING HIGH MUSIC

Account Number: 11908416

Sort Code: 01-00-13

Photocopying, Projecting & Reproduction

All the music and backing tracks are subject to copyright and should not be reproduced or photocopied in any way. Permission to photocopy is, however, granted in some specific instances, for example, additional instrumental parts for some songs such as Empathy, Friend of God, Sunshine Song and A Helping Hand.

The MP3 song files may be placed on a school network and shared for educational purposes with pupils and staff within a single establishment. However, the MP3 song files may not be placed on a parent portal or internet that is accessible beyond the single establishment and may not be shared with any other school or group. Sharing song files beyond your school network or establishment could constitute illegal file sharing and be a breach of copyright law.

Currently, the videoing of performances or materials is not permitted.



Powerpoint Presentations of the song lyrics are included as free, downloadable files and can be displayed and used as teaching resources.

For a limited period only, we convey the right to display the words on screens for assemblies and public worship and performances where members of the public, including parents, are present.

However, in due course, Flying High Music will be contacting you to inform you of the specific procedures for logging the display of lyrics and performances of all songs under the appropriate licences.

Our Philosophy

Flying High Music strongly believes in staying centred on the child or adult: their needs, their aspirations, their dreams.

We strive to ensure that our products and services are of the highest quality and hope that they inspire and motivate the development of musical talent of all ages.

We are keen to provide an excellent personal service to our customers and we welcome your comments which you can post on the contact form.

Privacy and Data Protection Policy

Flying High Music is keen to protect your privacy and we treat all your information with total discretion.

It is our policy to store any personal information that you submit on this website securely and it will not be released to any other organisation. We will always endeavour to comply with the requirements of the General Data Protection Regulations 2018, the Privacy and Electronic Communications Regulations 2003 and other UK and EU consumer protection legislations.

How we use your personal information

The information supplied by you when you shop on this website will be retained by Flying High Music on a database and will be used to process and dispatch your order, to update our records and to contact you with information about relevant, new products, services or opportunities that we think might be of interest to you. Therefore, we may, on occasion, send you information via a printed document through the post or via e-mail. You can, however, use the contact form to inform us that you do not wish to receive such communications.

Flying High Music