

TRANSA/COVERT RECORDINGS WEBSITE AND E-COMMERCE STORE TERMS AND CONDITIONS

(Revision 06 – 03 October 2024)

1. TERMS OF USE

1.1 By using the Transa/Covert Recordings website you are agreeing to our terms of use and all the other conditions laid out in this site. If you do not want to be bound by these terms, please do not use this site. The Transa/Covert Recordings website reserve the right to change its terms without notice. However, we do undertake to publish any changes in terms or policy on these pages. We encourage visitors to review our terms of use regularly to ensure they are aware of any changes.

2. DISCLAIMER

2.1 The Transa/Covert Recordings website is providing this website on an "as is" basis and makes no warranty or representations as to (1) the accuracy of information provided; (2) that the services and functions offered will be error free or uninterrupted; or (3) about the merchantability or suitability of products for a particular purpose.

2.2 The Transa/Covert Recordings website accepts no liability whatsoever for any damage or loss by users or third parties, resulting from the use of our website, however incurred.

2.3 The Transa/Covert Recordings website cannot accept any responsibility or liability for access to, or the material on, any site which is linked from or too this site.

3. PRIVACY

3.1 The Transa/Covert Recordings website is committed to protecting your privacy. Any information you provide us with will be stored securely and will not be sold or traded to third parties. The Transa/Covert Recordings website will, from time to time, show you offers and recommendations from us, or third parties, in order to improve the service we provide to you. We will always give you the opportunity to withdraw your approval by contacting us.

4. LIMITATIONS OF CONTENT USAGE AND COPYRIGHT

4.1 All website design, text, graphics, the selection and arrangement thereof, and all software compilations, underlying source code, software (including applets) and all other material on this Website are copyright of the Transa/Covert Recordings website and its agents and/or their content and technology providers. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Website for the sole purpose of placing an order with The Transa/Covert Recordings website or using this Website as a shopping resource. Any other use of materials on this Website including reproduction for purposes other than noted above, modification,

distribution or republication, without the prior written permission of The Transa/Covert Recordings website is strictly prohibited.

4.2 A "Stream" is the digital transmission of a sound recording of a musical work, in whole or in part, to an end user over the Internet where the content may be heard or viewed, but not downloaded, for later playback. You may not attempt, or support others' attempts, to download, copy, distribute, alter or capture a Stream.

A "Download" is a purchased Product that you can (1) transfer to a compatible portable device, (2) save to your hard drive with unlimited playback time, or (3) burn to a CD/DVD, in each case for personal private use only and not for commercial or public use or distribution. Transa shall have no liability for lost, damaged, or destroyed Downloads. Any security technology that is provided with a Download is an inseparable part of the Download. The Download capability does not operate to limit any rights of the copyright owners in a Product, or any works embodied in them. Except as otherwise provided herein, you may not copy, reproduce, modify, rent, lease, broadcast, download, transmit, distribute or otherwise disseminate any Streams or Downloads or other Content contained on the Site except for your own personal, non-commercial use, unless otherwise provided for herein. Any unauthorised copying, distribution, use or sharing is not permitted by this Agreement or applicable provisions of United Kingdom Copyright and is in violation of U.K. and international copyright and intellectual property laws.

5. PRE-SALE

5.1 The following definitions and terms shall apply to all Transa/Covert Recordings website pre-sale products:

5.1.1 Pre-Sale definition

Products offered on a pre-sale basis have not yet been manufactured and require a specified number of sales to be achieved, for the manufacturing to proceed.

5.1.2 Pre-Sale Window

Each product shall have its own pre-sale window stated in the product text. The pre-sale window shall specify a start time and date, and an end time and date (e.g. 12.00 01/01/21 to 12.00 28/02/21). This is the period where customers can commit to purchasing the relevant product. All times are stated in GMT and dates stated in UK format.

5.1.3 Minimum Sale Quantity

There shall be a minimum sales quantity specified in the product text. This minimum sales quantity must be achieved before the manufacturing can proceed (we reserve the right to 'reduce' the minimum sale quantity at any time). In the event the minimum sale quantity is not achieved by the end of the stated pre-sale window, we reserve the right to not proceed to the manufacturing stage.

In the event we decide not to proceed with manufacturing, customers shall be notified within 7 days of the end of the pre-sale window and may choose from either a) a full refund within 14 days of the end of the pre-sale window (it may take longer for the funds to hit your account or b) a credit for the same order value to be transferred to a subsequent 'pre-sale'. If the subsequent pre-sale does not occur within 6 months of the end of the original pre-sale window, a full refund will be offered.

5.1.4 Cancellations

Cancellations will be accepted up to the end of the pre-sale window and customers shall receive a refund (minus any Paypal/Card issuer payment and refund transaction charges).

We strictly cannot accept any cancellations after the end of pre-sale window. Due to the bespoke nature of these products, they are exempt from the distance selling 14 day 'cooling off' period.

5.1.5 Delivery

Estimated delivery of the product shall be specified in the product text. This is subject to change dependant on any unforeseen delays (e.g. test pressing rejections. Manufacturing issues, covid-19, transport, customs etc), however we shall keep you updated of any changes. Once product is received, we shall endeavour to ship your purchase to you within 1 week of receipt. To avoid disappointment, if 'time is of the essence' for you, please be advised that we cannot guarantee a definite delivery date, however, will endeavour to ship your goods as close to the original date as possible.

5.1.6 Shipping Cost

Due to the nature of a presale scenario, the shipping costs at the time of sale are calculated months in advance of actual shipping to customers. Therefore, in the (unlikely) event shipping costs increase by 15% (or more) of the original cost during this time, we reserve the right to recalculate and invoice you with any additional shipping costs. Any additional costs must be paid before your goods can be shipped to you.

6. RETURNS

6.1 Returnable Products

The return of physical products (e.g. Vinyl, CDs, T-Shirts and Posters) will be accepted on the following basis:

6.1.1 The products were not sold to you on a 'pre-sale' basis (i.e. had not been manufactured at the time of ordering - refer to article 5.1.1). Due to the bespoke nature of these products, they are exempt from the distance selling 14 day 'cooling off' period.

6.1.2 The products shall be in an unused, undamaged condition.

6.1.3 The products shall be sufficiently packaged for the return journey.

6.1.4 The customer accepts responsibility for all returns 'packaging and shipping' costs related to the returned items.

6.1.5 The customer accepts responsibility for any loss or damage to the returned items which may occur on the return journey.

6.1.6 Customers shall email info@covertrecordings.co.uk within 14 days of receipt of their order, advising i) their intent to return the product(s), ii) the detail of which product(s) they wish to return and iii) the reason for the return. You must return the goods to us within 14 days of notifying us of your wish to cancel. A refund shall be provided.

6.2 Non-Returnable Products

Unfortunately, we cannot accept returns on a) products which were sold on a pre-sale basis (i.e. had not been manufactured at the time of ordering - refer to article 5.1.1) and b) downloaded/ streamed products. By downloading or streaming products from our website, you lose the right to cancel under the distance selling 14 days 'cooling off' period.

7. LOST, DELAYED, DAMAGED, UNDELIVERED OR RETURNED SHIPMENTS

7.1 Lost or delayed shipments

All products are shipped on either a i) 'tracked & signed for' (UK shipments) or ii) 'International tracked and signed for' (Where available for International shipments) basis. In the event your shipment does not arrive within 5 working days of the expected delivery date, please contact info@covertrecordings.co.uk and we shall contact the courier to investigate. On confirmation of loss from the courier, replacement product(s) shall be shipped to you on the same terms as the original purchase (subject to availability - refer to article 7.4). We reserve the right to provide a refund instead or replacement goods.

7.2 Damaged shipments

We highly recommend that customers inspect their delivery for any transit damage whilst they are in the presence of the delivery courier (including opening the packaging and inspecting the product(s)). If your delivery has sustained damaged in transit, i) report the damage to the delivery courier at the time of delivery (if possible) and ii) take photographic evidence of the damaged packaging and damaged product(s) and email to within 24 hours of the delivery. We shall contact the courier to initiate a claim for the damaged shipment. In the event of a successful claim from the courier, replacement product(s) shall be shipped to you on the same terms as the original purchase (subject to availability - refer to article 7.4). We reserve the right to provide a refund instead or replacement goods.

7.3 Undelivered or Returned shipments

7.3.1. Where the courier has been unable to complete the delivery to the stated address (at time of ordering) and the goods have been returned to the courier hub or collection office, please ensure to collect the goods within the required timeframe. If the goods are returned to us due to none collection, you will be liable for the cost of redelivery to the stated address.

7.3.2. If your goods are retained by the courier or your local customs office due to local duties or charges (refer to section 9 below) requiring to be paid and are returned to us due to non payment, you will be liable for the cost of redelivery to the stated address.

7.3.3. Where the courier has been unable to complete the delivery to the stated address (at time of ordering) due to errors in the stated address, you will be liable for the cost of redelivery to the stated address.

7.4 Availability of replacement products

Due to the 'limited' availability of some products, (e.g. limited run vinyl) any replacements for lost or damaged deliveries are subject to stock availability. In the event we are unable to replace the products due to stock availability, we shall offer:

i) a full refund of the damaged product(s) plus postage paid, where all products in the shipment are damaged in transit and a successful claim against the courier is made.

or

ii) a refund of the damaged product(s) only, where only some of products in the shipment are damaged in transit and a successful claim against the courier is made.

8. PRODUCT STOCK

8.1 In the unlikely event that you purchase a product from us and there is insufficient stock of that product to fulfil your order (e.g. due to an error in stock figures or stock being damaged etc), we shall notify you and offer the following options:

If the out-of-stock product is the only item in your order:

i) Cancel your order and receive a full refund

ii) Place your order on hold until replenishment stock is delivered to us. (We can only provide this option if the product in question is planned to be re-stocked).

If the out-of-stock product is NOT the only item in you order:

i) Cancel the out-of-stock product from your order and receive a refund for the product cost and any difference in postage cost (based on the weight of the out of stock product)

ii) Place your complete order on hold until replenishment stock is delivered to us. (We can only provide this option if the product in question is planned to be re-stocked).

9. RIGHT TO CHANGE PRICES AND CONTENT AVAILABILITY

9.1 Prices and availability of Content offered through the Transa website are subject to change at any time. Covert Recordings does not provide price protection or refunds in the event of a price drop or promotional offering.

9.2 No Responsibility for Typographical Errors.

It is possible that Products and Shipping costs may be accidentally mispriced. In such an event, Covert Recordings reserves the right not to accept end user orders with prices based upon typographical errors.

10. FORCE MAJEURE

10.1 Force Majeure definition

“Force Majeure” shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, (whether actual, threatened or reasonably perceived), acts of public enemies, wars (whether declared or not), blockades, insurrections, riots, pandemics, epidemics, landslides, fires, floods, civil disturbances, explosions and any other causes not within the control of either Covert Recordings or its suppliers claiming a Force Majeure, which by the exercise of reasonable diligence such Party shall not have been able to avoid or overcome.

10.2 Covert Recordings shall not be responsible for any failure to fulfil any term or condition of the sale (excluding indemnification obligations) if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence whether or not foreseeable at the time of entering into the sale, which has been notified to the customer within seven (7) days of the event upon which the Covert Recordings intends to rely with particulars thereof, and which is beyond the control and without the fault or negligence of Covert Recordings and which by the exercise of reasonable diligence, Covert Recordings is unable to provide against.

10.2.1 Where the Force Majeure event exceeds thirty (30) consecutive days, Covert Recordings may terminate any sale immediately and without provision for further payment or refund.

11. TAX AND CUSTOMS

11.1 When ordering products from us for delivery outside of mainland UK you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

12. GOVERNING LAW

12.1 Your use of this Website and any purchase by you on this Website of any products will be governed by Scottish Law and will be deemed to have occurred in the United Kingdom. These terms do not affect your statutory rights.

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