Facets of Sound



Turning Convention on Its Head

# **Terms and Conditions**

Last updated: 8 August 2025

#### 1. Introduction

Welcome to **Facets of Sound** ("we", "our", "us"). These Terms and Conditions ("Terms") govern your use of our website, **www.facetsofsound.com** (the "Website"), and your purchase of products and services from us, including recorded sounds and recording services for the creation of living histories (collectively, the "Products & Services").

By accessing our Website, purchasing Products & Services, or using our content, you agree to be bound by these Terms together with our **Privacy Policy**. If you do not agree, you must not use our Website or purchase from us.

### 2. Products & Services

#### We offer:

- **Recorded Sounds** digital audio files available for download.
- **Recording Services** professional audio recording of personal narratives, interviews, and living histories, provided by appointment.

All descriptions, images, or previews are for illustrative purposes only. We aim to ensure accuracy but cannot guarantee colours, tone, or quality exactly match previews, as this may vary depending on your device or software.

### 3. Pricing & Payments

- All prices are stated in **GBP**(£) and include applicable UK taxes unless otherwise stated.
- Payment must be made in full at the time of ordering via the payment methods offered on the Website.
- We reserve the right to change prices at any time, but such changes will not affect orders already placed and confirmed.

#### 4. Personal Information

We collect and process your personal information in accordance with our **Privacy Policy**, which forms part of these Terms. By purchasing from us, you consent to such processing and warrant that all data provided by you is accurate.

### 5. Issuing Invoices and Downloading Products

- Following a successful payment, we will issue you with an electronic invoice for your records.
- Digital Products will be made available for download once payment has been successfully processed.
- You are responsible for ensuring you have the necessary technology and internet connection to download and store Products.
- We are not liable for any loss of Products once downloaded; please back up your files.

## 6. Refund Policy

- **Digital Products:** Due to the nature of digital downloads, all sales are final, and no refunds will be given once the product has been accessed or downloaded, unless the file is defective.
- **Recording Services:** Cancellations must be made at least 48 hours in advance for a full refund. Cancellations made less than 48 hours before the appointment may incur a fee of up to 50% of the booking cost.

#### 7. Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of **England and Wales**. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### 8. Intellectual Property Rights

- All audio recordings, text, images, logos, and other content on this Website are protected by copyright, trademarks, and other intellectual property rights owned or licensed by us.
- Use of recorded audio is royalty free after purchase, but you may not reproduce, distribute or use any other content on this website without prior written consent, except where expressly permitted under these Terms.

# 9. Website Licence Agreement

We grant you a limited, revocable, non-exclusive licence to access and use our Website for personal, non-commercial purposes. You must not:

- Download, copy, or reproduce Website content except as permitted for personal use and where the purchase of audio recordings is concerned.
- Use the Website for unlawful purposes or in any way that could damage, disable, or impair it.

# 10. Limitations of Liability

- We are not liable for indirect, incidental, or consequential damages arising from your use of our Website or Products & Services.
- Our total liability in respect of any claim shall not exceed the amount you paid for the relevant Product or Service.
- Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded under UK law.

#### 11. The Right to Challenge Transactions

If you believe an unauthorised transaction has occurred, you must notify us immediately at **jamie@facetsofsound.com**. We will investigate promptly and work with our payment processor to resolve the matter in line with applicable laws.

### 12. Entire Agreement with Privacy Policy

These Terms, together with our **Privacy Policy**, constitute the entire agreement between you and us in relation to your use of the Website and purchase of Products & Services, superseding all prior agreements or understandings.

#### 13. Modification of Website Terms & Conditions

We may update these Terms from time to time. Any changes will take effect immediately upon posting to the Website. Continued use of the Website after changes are posted constitutes your acceptance of the revised Terms.

#### 14. Contact Details

If you have any questions about these Terms, please contact:

Email: jamie@facetsofsound.com Business Name: Facets of Sound