

TERMS & CONDITIONS

This page provides information about who we are and the legal terms and conditions that we apply to your use of the , "Alan Entwistle Guitars"s website and any product or service you order from us.

Information About Alan Entwistle Guitars

This website is owned and operated by PLUCK ENTERPRISES LTD. We are a company registered in England and Wales (company registration number 09487683) whose registered office is at 79 Highmead Road, Cardiff CF5 4GX. You may contact us at this address or by email (info@alanentwistleguitars.co.uk).

Unless we say otherwise, we use the terms "Alan Entwistle Guitars", "we" and "us" on this page and throughout the website to refer to "PLUCK ENTERPRISES LTD".

If you want to ask us anything (whether about our products and services, this website, any of our terms and conditions or otherwise), then please contact us by post or email

Website Terms and Conditions

These website terms and conditions ("Website Terms") apply to your use of the "Alan Entwistle Guitars" website at <http://www.alanentwistleguitars.co.uk> (the "Website"). You must read these Website Terms carefully, and we recommend that you print and keep a copy for your future reference. We reserve the right to change these terms and conditions at anytime and without notification. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you do not agree to these Website Terms in their entirety, you should not use this Website.

PRIVACY POLICY

These Website Terms supplement (and are in addition to) the terms of our Privacy Policy. Our Privacy Policy explains what personal information we collect about you when you use the Website, and you can view our Privacy Policy online. Please note that when you agree to these Website Terms you shall be deemed also to have read, understood and agreed to our Privacy Policy in its entirety.

USING THIS WEBSITE

You must only use this Website for lawful purposes, and you must not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website. You may use, download and print content on the Website solely for your own personal use. Other than for your own personal use, you may not without our prior written consent:

- *copy, reproduce, use or otherwise deal with any content on the Website;*
- *modify, distribute or re-post any content on the Website for any purpose;*
- *reproduce, crawl, frame, link to or deep-link into this Website on or from any other website;*
- *use the content of the Website for any commercial exploitation whatsoever.*

USE OF THIS WEBSITE FROM OUTSIDE THE UK

Except where otherwise specified on this Website, the materials on this Website are displayed solely for the purposes of promoting "Alan Entwistle Guitars", products and services available in the UK. However, "Alan Entwistle Guitars", may accept orders for delivery to locations outside of the UK subject to prior agreement and subject to customs, legal, regulatory and certain practical restrictions. Those who choose to access this Website from locations outside the UK or place orders for delivery to locations outside the UK are responsible for compliance with local laws if and to the extent local laws are applicable.

PASSWORD & ACCOUNT SECURITY

You are responsible for maintaining the confidentiality of your password and account details and any activities that occur under your account. "Alan Entwistle Guitars" shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

OWNERSHIP OF RIGHTS

All rights, including copyright and other intellectual property rights, in and to this Website are owned by or licensed to "Alan Entwistle Guitars". If you acquire any copyright or other intellectual property rights in the Website (whether by operation of law or otherwise), then you agree to assign those rights to us (including any rights you may have in user generated content that you submit through the Website) on a worldwide basis absolutely to the fullest extent permitted by law. You will also unconditionally and irrevocably waive any and all moral rights you acquire in or to the Website.

You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the Website.

ACCURACY OF CONTENT

To the extent permitted by applicable law, "Alan Entwistle Guitars", disclaims all representations and warranties, express or implied, that content or information displayed in or on this Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party. The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of "Alan Entwistle Guitars", or any of its group companies.

DAMAGE TO YOUR COMPUTER OR OTHER DEVICE

"Alan Entwistle Guitars" uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including anti-virus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, "Alan Entwistle Guitars", shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website. If you believe your computer, laptop, mobile phone or any other device used to access this Website, has been infected by content downloaded from this Website, either directly or indirectly, please contact us immediately.

LINKS TO OTHER WEBSITES

We have placed links on this Website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. Except where required by applicable law, "Alan Entwistle Guitars", cannot accept any liability in respect of the use of these websites.

EXCLUSIONS OF LIABILITY

We exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these Website Terms or your use of the Website.

Except to the extent required by applicable law, "Alan Entwistle Guitars" shall not be liable to any person for any loss or damage which may arise from the use of or reliance on any content or information displayed in or on this Website.

These exclusions shall be governed by and construed in accordance with English law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Nothing in these Website Terms shall exclude or limit our liability for personal injury or death caused by our negligence. In addition, these Website Terms shall not limit or exclude any other liability that we are not permitted to limit or exclude under applicable law.

ENTIRE AGREEMENT

These Website Terms & Conditions set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

LAW, JURISDICTION AND LANGUAGE

Any matter that arises out of your use of this Website (including any contract entered between you and us through the Website) shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. All contracts shall be concluded in English.

CHANGES TO THESE WEBSITE TERMS

We reserve the right to change and update these Website Terms from time to time and recommend that you revisit this page regularly to keep informed of the current Website Terms that apply to your use of the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Website Terms.

General Terms and Conditions of Sale

These general terms and conditions of sale ("General Terms and Conditions of Sale") apply to any order you place through the "Alan Entwistle Guitars" website at www.alanentwistleguitars.co.uk (the "Website"). You must read these General Terms and Conditions of Sale carefully. By placing an order through the Website, you confirm that you have read, understood and agree to these General Terms and Conditions of Sale in their entirety. If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product or service through the Website.

WEBSITE TERMS AND CONDITIONS

Whenever you use this Website to order a product or service, our Website Terms and Conditions will apply to your use of the Website in addition to these General Terms and Conditions of Sale. By ordering an "Alan Entwistle Guitars" product or service through the Website, you shall be deemed also to have read, understood and agreed to our Website Terms and Conditions, and also our Privacy Policy.

PRODUCT AND SERVICE DESCRIPTIONS

We have taken reasonable precautions to try to ensure that prices quoted on the Website are correct and that all products have been fairly described. However, when ordering products or services through the Website, please note that:

- *orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on this Website;*
- *all prices are displayed in pounds Sterling inclusive of UK VAT, where applicable (save for our International Deliveries, please see the International Delivery section below for further detail) unless expressly indicated otherwise*
- *packaging may vary from that shown on the Website;*
- *the weights, dimensions and capacities shown on the Website are approximate only;*
- *whilst we try to display the colours of our products accurately on the Website, the actual colours you see will depend on your monitor and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery*
- *all items are subject to availability. We will inform you as soon as possible if the product(s) or service(s) you have ordered are not available and we may offer alternative product(s) or service(s) of equal or higher quality and value.*
- *the cost of delivery will be shown at the point of order but we reserve the right to change this in circumstances where the charge is incorrect.*

ACCEPTANCE OF YOUR ORDER

Please note that completion of the online checkout process does not constitute our acceptance of your order. Our acceptance of your order will take place only when we dispatch the product(s) or commencement of the services that you ordered from us.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, placing an order on this website places you (the consumer) under an obligation to pay. The specific moment that this becomes applicable is when you (the consumer) click on the "Pay Now" button on the order confirmation page. If you are any doubt whatsoever, you should either contact us *before* placing your order or take appropriate professional advice. If you supplied us with your email address when entering your payment details (or if you have a registered account with us), we will notify you by email as soon as possible to confirm that we have received your order. We will also send you a confirmation email once the goods have been dispatched. All products that you order through the Website will remain the property of "Alan Entwistle Guitars" until we have received payment in full from you for those products.

During the checkout process, you will be asked to complete your payment details. All fields indicated as compulsory, must be completed. Please note that we will collect and store your information, using an encrypted secure payment mechanism and will only use your information in accordance with our Privacy Policy.

All card payments are subject to authorisation by your card issuer and we take payment when we accept your order. If your payment is not received and you have already received the products you ordered from us, you must pay for the products or return those products to us in accordance with reasonable return instructions that we provide to you and in the same condition that you received them at your own expense. If you do not do this within 30 days of the date on which we cancel your order, we may collect or arrange for collection of the products at your expense. We reserve the right to charge you for any and all damage to (or other adverse interference with) any products that are the subject of an unpaid order.

If we cannot supply you with the product or service you ordered, we will not process your order, inform you of this in writing (including e-mail) and, if you have already paid for the product or service, refund you in full as soon as reasonably possible.

DELIVERY CHARGES

Delivery charges and timescales vary depending on the type of products ordered, the service you select and the delivery address.

Delivery will be to the UK or international address or store specified in your order. If no one is available at a residential or other address at the time of delivery, a note will be left to advise whether your order has been left in a safe place eg. with a neighbour, or returned to depot.

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order.

We shall be under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control.

In the UK, delivery charge refunds can only be made in accordance with your legal rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and other applicable legislation. Similar rights may apply for some international deliveries. For further information about your legal rights contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau for UK customers).

INTERNATIONAL DELIVERY

Due to customs, legal, regulatory and certain practical restrictions applicable to orders placed for international delivery, some of our products may not be available for delivery to certain destinations outside the UK. "Alan Entwistle Guitars" reserves the right to define what can and cannot be delivered to which destination.

Payment - Purchases will be made in pounds Sterling. International credit card providers or banks will determine the exchange rate and may add an additional processing or administration charge in relation to such payment which international credit card holders will be liable to pay.

Products are sold on a delivery duty unpaid basis. The recipient may have to pay import duty or a formal customs entry fee prior to or on delivery. Additional taxes, fees or levies may apply according to local legislation and customers are required to check these details before placing an order for international delivery.

Occasionally, the supply of your product(s) or service(s) may be delayed or prevented for reasons beyond our control – for example, material shortages, import delays or higher than anticipated demand. Where this is the case, we will, of course, make every effort to keep you informed but shall be under no liability to you for such delay or failure.

YOUR RIGHT TO CANCEL

If you are a UK/EU consumer, you have the legal right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel your order within fourteen working days following your receipt of the goods or the date on which we begin provision of the services. Refunds for orders cancelled under the provisions of the Consumer Contracts Regulations 2013 will be processed in accordance with your legal rights. For further information about your statutory rights, contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau if you are in the UK).

1. Inform us of your decision to cancel the contract. To do this, email or write to us. This must be sent to us before the end of the 14 day cancellation period.

2. Send the products back to the following address:

" PLUCK ENTERPRISES LTD"

35 Heol Penycae

Port Talbot

SA13 2EP

You must do this no later than 14 days after you notified us of the cancellation. Please note that weekends, bank holidays and public holidays are counted when you calculate the 14 days. Also note that if you cancel the contract, you will have to pay the cost of returning the relevant products to us.

We are not obliged to give you a refund until we receive the products back from you or we receive evidence from you that you have sent them back to us. We strongly recommend you send the products using a secure or trackable method - i.e. Recorded/Special Delivery - and that you retain your proof of postage.

If you wish to cancel (or are considering cancelling) a product or service you have ordered from us, please be aware of the following terms that apply:

- *Applicability of cancellation rights: Legal rights of cancellation under the Distance Selling Regulations available for UK or EU consumers do not apply to certain products and services (for example, made to measure orders, flowers, plants, food, gifts and personalised items);*
- *Damaged or incorrectly supplied products: You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation or if you are unable to view the items on receipt, you must inform us (by post, phone or e-mail only) within a reasonable period of time. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.*

This is not intended to be a full statement of all your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Full details of your rights under the Distance Selling Regulations are available in the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

Damage during the course of returning products: If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

Collection: For certain, larger products, we may offer to arrange collection on your behalf and, where this is the case, you will be responsible to pay the costs of such collection (which we will notify to you in advance).

If you cancel your order in any of the circumstances set out above save for cancellation under the provisions of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, we will refund any money paid by you after any products, which have been delivered to you, are returned to us. In the case of damaged or incorrectly supplied goods, we may offer you a replacement product. Any refunds given by us will be made to the debit/credit card account provided when you placed your order and will be subject to our right to withhold amounts for products which are damaged on return or for which we arrange collection, as outlined above.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can return the goods to us (or arrange for us to collect them).

OUR GOODWILL REFUND POLICY

Our "goodwill" returns' policy does not affect your legal rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or other legislation. Any "goodwill" refund or exchange (where there is no legal right to a refund or exchange under the Distance Selling Regulations or otherwise) may be offered on certain goods, in certain situations, when goods are returned in a resalable condition with a receipt or parcel summary document within 35 days of purchase.

Most eligible products can be returned to UK stores or by post. When items are returned by post, the credit adjustment is made to the credit or debit card used as payment for the original order. Gift items will be refunded as a dated credit receipt.

If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

LIABILITY

There are certain liabilities, which we cannot exclude by law and nothing in these General Terms and Conditions limits our liability for personal injury or death caused by our negligence or for fraud.

You have certain rights as a consumer, including legal rights relating to faulty or misdescribed goods. For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. Nothing in these General Terms and Conditions will affect these legal rights and, in particular, we will perform our obligations under these General Terms and Conditions with reasonable care and skill.

Any products we supply to you will be of satisfactory quality. If we deliver a product to you that is not of satisfactory quality, you can contact us for a repair or replacement or, where this is not possible, for a refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions. We will not be liable to you if we are prevented or delayed from complying with our obligations under these General Terms and Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events, which are beyond our reasonable control.

You must follow any advice we give you to keep products we supply to you safe (including any instructions or product manuals provided with the products).

We cannot accept liability for damage to products we have supplied, which is caused by your failure to follow this advice.

In any event, we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

OTHER IMPORTANT TERMS

We may update or amend these General Terms and Conditions of Sale from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

These General Terms and Conditions of Sale supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

You may not assign or sub-contract any of your rights or obligations under these General Terms and Conditions of Sale to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under these General Terms and Conditions of Sale to any third party at our discretion.

No relaxation or delay by us in exercising any right or remedy under these General Terms and Conditions of Sale shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

If any of these General Terms and Conditions of Sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these General Terms and Conditions of Sale shall remain in full force and effect.

Only you and we shall be entitled to enforce these Terms of Sale. No third party shall be entitled to enforce any of these Terms of Sale, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These General Terms and Conditions of Sale are governed by English law. In the event of any matter or dispute arising out of or in connection with these General Terms and Conditions of Sale, you and we shall submit to the exclusive jurisdiction of the English courts.

Guidelines for Product Reviews and Questions & Answers

By accessing, browsing, using, registering or contributing to the "Alan Entwistle Guitars" website and any other area of our website where you can post submissions or reviews or ask questions you confirm that you have read, understood and agree to the following terms. If you do not agree to these terms in their entirety, you should not use this website.

OWNERSHIP OF SUBMISSIONS

Other than personal data which is subject to our Privacy Policy all comments, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to "Alan Entwistle Guitars" on or through the website or otherwise disclosed, submitted or offered by you (collectively, "Submissions") shall become and remain the property of "Alan Entwistle Guitars" once submitted. You must comply with the content standards set out in these terms. You warrant that you own or have the right to use any Submissions and that your Submissions will comply with these standards and guidelines.

SOCIAL NETWORKING WEBSITES

These terms also govern any Submissions you make on any "Alan Entwistle Guitars" related third party websites or pages such as Facebook, Twitter, YouTube or other social networking sites. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of PLUCK ENTERPRISES LTD or its employees and PLUCK ENTERPRISES LTD is not responsible for any such content. In any event, all material posted on any third party social networking site must comply with these terms and the third party social networking sites' Terms of Use, as applicable.

INTELLECTUAL PROPERTY RIGHTS

A disclosure, submission or offer of any Submissions and your agreement to these terms and conditions shall constitute an assignment to "Alan Entwistle Guitars" of any intellectual property rights. Whenever you make use of a feature that allows you to upload material to our site, including questions, or to make contact with other users of our site or to make Submissions on any "Alan Entwistle Guitars" related third party website or page, you must comply with the content standards set out below and these terms. Any third-party advertising on "Alan Entwistle Guitars" pages of third party social networking sites are not the responsibility of, or endorsed by, "Alan Entwistle Guitars". All rights, including copyright on "Alan Entwistle Guitars" pages are owned by or licensed to PLUCK ENTERPRISES LTD. Any use of any "Alan Entwistle Guitars" social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use is prohibited without the permission of PLUCK ENTERPRISES LTD. All worldwide rights reserved.

CONFIDENTIALITY

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any material in the Submissions for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site or any "Alan Entwistle Guitars" related third party social networking site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any Submissions you make on our website if, in our opinion, such Submission does not comply with the content standards set out below.

AM I ELIGIBLE TO POST A SUBMISSION?

- *You must be 18 years of age or older*
- *You must be registered to post a submission*
- *Suppliers or manufacturers are not eligible to post a submission*

RULES FOR SUBMISSIONS

- *Please be polite and only write in correct English.*
- *You confirm that the Submission is your own and that the content does not infringe the material, trade marks or intellectual property of others*
- *If you require an immediate response from us or have a comment about our service please contact us directly for a quicker response*

Submissions should not include:

- *profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others*
- *comments about other reviewers or bloggers*
- *remarks that repeat criminal accusations, false, defamatory or misleading statements*
- *material which impersonates others*
- *spam or advertising*
- *third party brand names or trade marks*
- *personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers*
- *HTML code, computer script or website urls*
- *availability, price or alternative ordering or delivery information*
- *information about "Alan Entwistle Guitars" suppliers or manufacturers*

,"Alan Entwistle Guitars". in its absolute discretion, reserves the right to:

- *not publish the Submission or remove it*
- *take any appropriate action if deemed necessary*
- *remove reviews which relate to seasonal products which are no longer in season*

Please let us know if you see any Submissions which do not comply with our rules.