



## **Website Terms & Conditions**

### **1. Terms & Conditions**

This page (together with the documents referred to on it) sets out the terms and conditions (**Terms and Conditions**) on which we supply and you: (i) agree to buy digital entries to the Cold Tapes podcast (**Podcast**) competition (the **Competition**); and, or (ii) Podcast digital content on our website at [www.coldtapes.com](http://www.coldtapes.com) (the **Site**). This may include, without limitation, downloaded and streamed audio and other audio visual material, Competition entries, access to our platform and other digital goods and services offered by us from time to time (together, **Digital Content**).

Please read these Terms and Conditions carefully before ordering any Digital Content from the Site. You should understand that by ordering any Digital Content from us, you agree to be bound by these Terms and Conditions.

The Terms and Conditions are subject to change at any time, and it is your responsibility to check these Terms and Conditions regularly before ordering Digital Content in case there are any changes.

### **2. Who are we?**

We are Free Turn Limited, a company (**Free Turn, We, Us, Our**) incorporated in England and Wales under company number 12123422, whose registered office is at 12 First Floor North, Little Newport Street, London, England, WC2H 7JJ. Our VAT number is 352 9064 94.

### **3. Our Contact Details**

If you have any questions regarding Free Turn, our Digital Content, an order that you have placed, or our business more generally, please contact us by emailing us at [info@freeturn.com](mailto:info@freeturn.com).

### **4. Availability**

Our Site and Digital Content is only intended for use by people resident in Great Britain. We do not accept orders from individuals outside of Great Britain.

Please note that you must comply with all applicable laws and regulations of the country in which you use our Site or where you use or consume any Digital Content. We will not be liable for any breach by you of any such laws.

By ordering Digital Content from Us, you purchase a licence to stream or download the Digital Content, subject to and in accordance with these Terms and Conditions. Subject to (a) you paying for the Digital Content and (b) these Terms and Conditions, We grant you a non-exclusive, non-transferable, non-commercial, domestic and personal licence to stream and download the Digital Content for the duration of the Podcast Competition. For the purposes of this agreement, any reference to the buying and selling (or similar terms) of Digital Content shall be to the licensing of such Digital Content in accordance with this paragraph. Additional licence terms may apply to any specific piece of Digital Content which shall be communicated to you as part of the ordering process.

### **5. Your Status**

By placing an order through our Site, you warrant (promise) that:

- (a) you are legally capable of entering into binding contracts;



- (b) you are at least 18 years old;
- (c) the information given on your order form is complete and accurate; and
- (d) you will keep your password confidential and will be responsible for all of your account activity. If you think that anyone else might have obtained your password, you must change it immediately.

As a consumer, you may have legal rights in relation to the Digital Content which is faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

## 6. **Our Contract**

All orders are subject to acceptance by us and availability of the requested Digital Content. After placing an order, you will receive an email from us acknowledging that we have received your order. It will specify what you have ordered, the cost (including VAT if applicable) and invoice details. Please note that this acknowledgment email does not mean that your order has been accepted – your order constitutes an offer to us to buy goods or services.

All orders are subject to acceptance by us and we will confirm such acceptance by sending you an email or other notification confirming that your purchase of the relevant Digital Content has been completed and (if applicable) explaining how you should access it (the **Order Confirmation**). The Order Confirmation will represent our legal acceptance of the offer you made to buy the relevant Digital Content and the contract between us (the **Contract**) will only be formed (and, except where you are paying via PayPal or using store credit, in which case your account will be debited immediately on you placing your order, we will debit your account) when we send you the Order Confirmation.

If your order has been unsuccessful, you will be made aware of the reason why and possible explanations.

If we confirm to you that some but not all Digital Content that you have ordered will be made available to you, that Digital Content that has not been made available to you will not form part of the Contract. In the event of any change, such as a change in price or availability, between completion of your order and Contract formation, we shall inform you and you shall at that point have the right to either: (i) accept such change (in which case your email reply will represent a new offer which we will accept upon an Order Confirmation); or (ii) reject such change (in which case your email reply will represent a withdrawal of your order, or the relevant part of your order as the case may be). If you have already paid for the Digital Content which we are unable to provide to you, we will refund the full amount no later than 30 days after the date of your order.

## 7. **Digital Content**

### Technical Requirements for Accessing Digital Content

In order to stream and download the Digital Content, you must have a compatible device which meets the standards that we set acting reasonably from time to time.

### Access to Digital Content

We may need to limit your access to Digital Content after you have bought it, including, without limitation, because of software or hardware changes or to enforce these Terms and Conditions.



## 8. **Price, Payment, Cancellation and Refunds**

We aim to ensure that the pricing of Digital Content on our Site is correct at all times. However, the Site may not always accurately reflect the correct details at the moment at which you place your order. We reserve the right to change prices without prior notice at any time prior to Order Confirmation. We cannot confirm the price of an item until your order is accepted via the Order Confirmation.

All other terms concerning payment, cancellation and refunds are governed by the separate terms and conditions agreed between you and the relevant payment processor for your order. You must check that you agree with those terms and conditions and (to the extent permitted by law) Free Turn cannot accept any liability in relation to them.

## 9. **Copyright**

All rights, including copyright, in the content of the Site are owned, licensed to or controlled for these purposes by Free Turn. In accessing Our Site, you agree that you may only download the content for your own individual and non-commercial use. You are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of Our Site for any other purpose whatsoever without Our prior written permission.

## 10. **Force majeure (Events outside of our control)**

To the fullest extent permitted by law, we shall have no liability to you for any failure to deliver Digital Content you have ordered or any delay in doing so or for any damage or defect to Digital Content delivered that is caused by any event or circumstance beyond Our reasonable control. We will contact you as soon as reasonably possible in such an event.

## 11. **Our Liability**

If we fail to comply with these Terms and Conditions, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

We only supply Digital Content for domestic and private use. You agree not to use the items for business, commercial or re-sale purposes and we have no liability to you for loss of profit, loss of business, business interruption or loss of business opportunity.

Nothing in these Terms and Conditions shall exclude or limit Our liability for:

- death or personal injury as a result of Our negligence;
- Our fraudulent misrepresentation or fraudulent concealment;
- any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (to the extent applicable);
- any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (to the extent applicable);
- defective products under the Consumer Protection Act 1987 (to the extent applicable).

## 13. **Privacy**

We take your privacy very seriously. We collect and process data in accordance with our Privacy Policy. Please take the time to read Our Privacy Policy as it contains terms that apply



to you. By using Our Site you consent to such collection and processing and you warrant that all data provided by you is accurate.

#### **14. Transfer of Rights and Obligations**

The Contract between you and Us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **15. Waiver**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

#### **16. Entire Agreement**

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us prior to such Contract, except as expressly stated in these Terms and Conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

#### **17. Invalidity and Governing Law & Jurisdiction**

If, for any reason, any part of these Terms and Conditions is unenforceable, the validity of the remaining Terms and Conditions shall not be affected.

Contracts between you and Us shall be governed by English law and you and We submit to the non-exclusive jurisdiction of the courts of England and Wales.