



TERMS AND CONDITIONS

The following terms and conditions apply each and every time you access this website or any website owned and operated by Curtain Call Productions Ltd. Should you engage with us and order any goods or services verbally by phone, email or any other means then these terms will still apply.

1. Ownership

- 1.1. This site is owned and operated by Curtain Call Productions Ltd.
- 1.2. All rights in this website are owned by us. Any unauthorised use, copying or modification is prohibited.

2. Ordering Goods

- 2.1. All orders placed by any means will be subject to our and/or our relevant affiliates acceptance of the order.
- 2.2. When you submit an order to us you will receive a confirmatory email of this order. You should check this email for accuracy and let us know immediately if there are any errors.
- 2.3. Should you wish to cancel your order or return any goods, please email us in the first instance. We are charged for any online payments made so your refund will reflect this charge.

3. Processing your orders and payment

- 3.1. Whilst it is our intention to keep our website and information up to date and error free, product description or pricing errors may occur from time to time. If we discover such an error after you have submitted an order to us, we will contact you prior to processing your order with the correct details. You may then either cancel your order or re-confirm it based on the correct information. If we are unable to contact you, we will treat your order as cancelled.

- 3.2. All prices shown on our website exclude any relevant delivery charges to the end user which will be detailed on individual product information. For further information on delivery charges please contact Curtain Call Productions via email (contact@curtaincallfilms.co.uk).

4. Delivery

- 4.1. Whilst we make every effort to deliver goods within the time-frame we specify, we cannot guarantee delivery on a specific day or accept liability for deliveries made outside this timescale.
- 4.2. This also applies to products sent via the affiliate schools and those where affiliate schools have requested preview copies prior to distribution. We cannot accept liability for out of pocket expenses or other costs incurred due to failed or delayed deliveries.
- 4.3. If you believe an item is faulty, please contact us directly and we will arrange an appropriate solution.
- 4.4. Please note that if you wish to return goods, you have 28 days from receipt of the goods to return them to us in the condition in which they were received.
- 4.5. Delivery method is as agreed with each individual school/company. We offer free delivery when the product is dispatched in bulk direct to the school. Should the product/s be dispatched direct to the end user a delivery charge of £2.50 (for UK addresses only) is added to each DVD at source.

4.6. Delivery to Overseas addresses is not available at this time.

5. Returns & Refunds Policy

5.1. We use the most commonly compatible type of DVD-R Discs. However, there is a very small percentage of DVD players & PC DVD Drives that may not be compatible with this disk format and cannot play them.

5.2. Please note that ALL our disks are finalised upon completion of any productions or media transfer work.

5.3. In the instance that a DVD fails to play then please try it in on a second machine (preferably from a different manufacturer) to assess whether your DVD is faulty or simply incompatible with your player.

5.4. If the issue is with sound and you have a surround sound system, please try disabling this first, our DVD's are recorded in stereo only. If it is deemed to be incompatible with your device, then we will replace your Disk with a DVD+R which will hopefully work.

5.5. As stated above, DVD-R disks will play in most DVD players (or DVD-ROM drive in PC's). However, you should be aware that recordable disks working in your DVD player may or may not work in other players. You can obtain compatibility information by contacting your equipment re-seller or manufacturer or visit www.dvdrhelp.com to assess compatibility prior to placing your order. Please note to play your disc on your computer you will need DVD player software installed.

5.6. We are not responsible for incompatibilities caused by DVD players that have been modified to disable regional encoding etc.

5.7. Any Disc found not to play on your DVD Player can be returned to us at Curtain Call Productions Ltd. However, please get in touch to see if we can help resolve any technical issues with you first, before agreeing to send out a replacement.

5.8. Wrap the item securely and include a note detailing your return address and whether you feel the fault is a compatibility issue or simply a faulty copy.

5.9. We reserve the right to refuse to replace returned Discs or any other media found to be in any state other than that in which it left Curtain Call Productions Ltd.

5.10. Our returns policy is valid for 28 days from receipt of any product item.

5.11. Should you feel that you may be entitled to a refund you must contact us within 7 days of receiving your product(s) via email.

5.12. Faulty goods should be returned to our postal address. Should we discover a fault with your product we will replace this free of charge or you can return the faulty goods to us for a full refund.

5.13. Any deemed faulty product must be returned to us in the same state it was received i.e. as new with no obvious scratches or cosmetic damage.

6. Privacy Policy

6.1. All of our clients' data is treated in the strictest of confidence and is not shared with any third parties.

6.2. Our Privacy Policy can be viewed [here](#).

7. General

7.1. All products are sold on the basis that they are for personal, domestic use only and may be encrypted to prevent copying.

7.2. We shall not be responsible to you whether in contract, thought (including negligence) or otherwise for incidental, special, indirect or consequential loss or damage, any loss of profit (direct or indirect), loss of sales, loss of goodwill or reputation, loss of business, third party claims, pure economic loss arising out of or in connection of the performance or non-performance of our obligations under these terms and conditions including such damage as may be reasonably foreseeable at the date you order the goods.

- 7.3. Our liability for any claim for loss or damage shall be limited to the sum paid by you for the goods.
 - 7.4. We reserve the right to change these terms and conditions from time to time and any such changes will be communicated on our website.
 - 7.5. There are links on our website to third party websites which we believe may be of interest to you. We do not have any control over the content of these websites, nor can we be liable in respect of anything contained on these websites.
 - 7.6. These terms and conditions govern the entire trading relationship between you, the affiliate school/company and ourselves and will remain in force for the duration of the said trading relationship.
 - 7.7. All intellectual property rights (including use of trademarks) shall be solely owned by us. You are permitted only to use material as expressly authorised by us or our licensors.
 - 7.8. Any unauthorised use of material on this site is strictly prohibited.
 - 7.9. We will endeavour to verify the accuracy of any product or pricing information which we place on the site but we make no warranties (whether express or implied) in relation to the accuracy of such information).
 - 7.10. These Terms and Conditions supersede all previous Terms and Conditions, representations, undertakings and agreements.
- 8. Copyright**
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 - 8.2. Our rights, and those of our affiliates and suppliers, are protected by UK, European, and International intellectual property laws, including those for the protection of copyrights, trademarks, and database rights. Misuse of this website may incur civil liability or attract criminal sanctions.
 - 8.3. We grant you a limited, non-exclusive and revocable licence to access our website for the purposes of browsing our (or our affiliates) products, ordering goods or services from us (or our affiliates), or obtaining contact information for us (or our affiliates).
 - 8.4. Your licence to access our website does not extend to any commercial use of our website, or to any use of our website whatsoever which is for the benefit of any commercial entity other than us (or our affiliates).
 - 8.5. You are expressly not permitted to download any part of our site (other than by reason of automatic page caching), to amend or modify it or any part of it, to reproduce or copy, sell (including any resale), or otherwise exploit our website (or any part of it) for any purpose other than as set out above, nor are you permitted to frame our website or to link to any element of it other than the homepage.
 - 8.6. You are permitted to link to our homepage, provided that the link is not misleading, false, derogatory, or otherwise prejudicial to our (or our affiliates) suppliers interests, but you are expressly not permitted to use any of our logos or graphics either as or in connection with such a link.
 - 8.7. Reproduction, copy, or transmission of Curtain Call Productions Ltd.'s Video Products or those of its affiliates may not be made without written permission in accordance with the provisions of the Copyright Act 1988. Any person who does any unauthorised act in relation to these products may be liable to criminal prosecution and civil claims for damages.

9. Disclaimers

- 9.1. Curtain Call Productions Ltd will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this Agreement.

10. Currency

- 10.1. All prices quotes are in UK Pounds (GBP) unless stated otherwise.