

# CHRIS HOBAN MUSIC – TERMS AND CONDITIONS

Please read these Terms & Conditions carefully. By using the chrishoban.com website, you agree to be bound by these conditions. A contract will not exist between you and chrishoban.com until your order acceptance confirmation has been sent to the email address you specified when you made your order. chrishoban.com reserves the right not to accept any order.

## 1. Usage

### 1a. Digital Sheet Music

When purchasing digital sheet music at chrishoban.com you are purchasing the right to:

- i. print each copy of sheet music ordered for the specified quantity; and
- ii. view the sheet music ordered on screen at chrishoban.com as long as it remains in the catalogue;
- iii. perform the sheet music any number of times, ensuring that if the performance is paid that it is registered with PRS (the Performing Rights Society).

**You DO NOT have the right to:** redistribute the sheet music in any form or file format for commercial or any other purposes, or alter, edit or tamper with the sheet music file or print-out, other than alterations authorised by chrishoban.com and available through the Scorch sheet music viewer (e.g. transposition).

### 1b. Audio Downloads

You may only use audio and/or video downloads from chrishoban.com for personal, non-commercial, use. When purchasing audio/video downloads from chrishoban.com, you are purchasing the right to:

- i. View/listen to your downloaded file on your device an unlimited number of times,
- ii. Burn audio downloads to an audio CD up to 2 times, and
- iii. Transfer audio or video downloads to a portable device up to 2 times.

**chrishoban.com** reserves the right to change the rights granted in these Terms and Conditions at any time without prior notice.

If products from our online catalogue are removed or changed at any time, chrishoban.com shall not be liable to you in any way.

### You DO NOT have the right to:

Redistribute downloaded products to third parties by any means.  
Rent, give or lend downloaded products to third parties.  
Perform, show, broadcast (by any means), or play downloaded audio products in public,  
Use automated systems (except for those that may be provided by chrishoban.com) for accessing or downloading audio tracks, or  
Attempt to circumvent, alter, or in any other way modify any copy-protection technologies placed on downloads offered for sale from chrishoban.com.

For more information regarding music copyright, please refer to the following website:

**[www.mcps-prs-alliance.co.uk/aboutcopyright/](http://www.mcps-prs-alliance.co.uk/aboutcopyright/)**

## 2. System Requirements

Use of the chrishoban.com website requires compatible hardware, internet access, and certain software. The performance of our service can be affected by the quality of these factors. You accept that it is your responsibility to ensure that these requirements (which may change occasionally) are met by your system.

We strongly recommend that you use a high-speed internet connection in order to use our service.

Any reference to 'Scorch', or other third party software, should be taken as advice only, and not as a guarantee of the performance of such software. Any complaints about the performance of third party software should be made to the relevant companies who own the software.

## 3. Prices

Price information displayed on the chrishoban.com website is subject to change without prior notice.

## 4. Returns

The sheet music and audio materials offered and digitally delivered by chrishoban.com are deemed to be services (Services) for the purposes of the Consumer Protection (Distance Selling) Regulations 2000. Because of the nature of the Services (and any goods) offered on chrishoban.com, you agree not to exercise any right of return or cancellation concerning:

The supply of Services which execution has already started (i.e Download has commenced).  
The supply of goods which cannot be returned because of their nature.  
The supply of software you downloaded prior to the commencement of a Download (or acquisition of any goods).

## 5. Refunds

You will be charged 5 working days after placing your order.

If you have trouble with your purchased products, please contact us and we will either help you resolve your problem, cancel your order or refund your payment if we are unable to resolve the problem; chrishoban.com shall then have no further liability to you.

## 6. Jurisdiction

All purchases from chrishoban.com are subject to British law and the exclusive jurisdiction of the British courts.

## 7. Personal information

All personal information required for each transaction will be used for that transaction only and will not be retained in accordance with the online payment processing facility (Stripe).

**If you have any questions about these Terms and Conditions or our refunds policy, please email them to [info@chrishoban.com](mailto:info@chrishoban.com).**