

1. INFORMATION ABOUT US

This website is operated by Azania Ltd ("we"). We are registered in England and Wales under company number 7732108 with our registered office at 43 High Street, Fordingbridge, Hampshire, SP6 1AU, UK.

2. HOW THESE TERMS APPLY TO THE SALE OF PRODUCTS

2.1 These terms and conditions of sale (together with any relevant documents referred to in them (including the Website terms of use)) set out the terms on which we supply any of the following physical products via our site to you:

CDs;
DVDs;
Merchandise (i.e. T-shirts, books, posters)
(the "Products")

These terms do not apply to the sale of:
digital product;
event tickets;
gift vouchers;

2.2 Each time you purchase Physical Products through this site you will be accepting these terms and conditions of sale and if relevant any product specific terms. Any terms which you seek to impose in respect of your purchase of Physical Products through this site will not form part of any contract between us. Please read these terms and conditions carefully before ordering any of the Products from our site. If you have any queries on these terms please contact us before placing any order.

2.3 From time to time, product specific terms may apply in addition to or replace these terms in respect of certain products available on the site. For example, additional terms such as territorial restrictions may apply to album launches. These product specific terms will be clearly indicated and featured on the site in the order process for the relevant Product.

2.4 To the extent that there is any conflict or inconsistency between any of the terms and conditions on this site and the [Privacy Policy](#) in respect of your use of and/or order for Products the following order of precedence will apply:

Product specific terms;
Product terms and conditions of sale;
Gift Voucher terms and conditions;
Website terms of use;
[Privacy Policy](#).

2.5 We recommend you review these terms and conditions each time you purchase Products and print a copy of these terms and conditions for your future reference.

3. TERRITORIAL RESTRICTIONS

3.1 The Products displayed on our site are only available for purchase by customers resident in the countries listed on our [shipping page](#) and with a billing address in those countries.

3.2 No orders for the delivery or supply of a Product will be accepted from anyone who is not a resident in those countries and orders will not be shipped to countries other than the ones listed.

3.3 Any credit card/debit card billing address must be in the aforementioned countries.

3.4 We may employ various technological means/methods to ensure compliance with territorial restrictions including credit card checking and reverse IP look up. You agree you will not circumvent or attempt to circumvent any technology we employ to verify/control territorial restrictions.

4. ABOUT YOU

4.1 By placing an order for Products through our site, you warrant that:

4.1.1 You are legally capable of entering into binding contracts;

4.1.2 You are at least 18 years old or are aged 16-18 and have read these terms of sale together with your parent and/or guardian who has explained these terms of sale to you so that you fully understand them;

4.1.3 Where a legal age classification for a Product is displayed that you are of the required legal age;

4.1.4 You are purchasing Products for private, non-commercial use only; and

4.1.5 You are a resident of the above mentioned countries and are accessing our site from one of those countries.

4.2 By placing an order for Products you agree that we may store, process and use personal data collected from you for the purposes of processing your order and fulfilling the Contract. We work with third parties that help us provide the Products to you including card payment and collection companies and delivery companies and they will also have access to your personal data to the extent necessary to help us process/fulfil your order.

4.3 You agree to provide us with truthful, complete and accurate details. You agree to provide us with your details only. You should keep any account details (including any password) safe and should not share or disclose them to anyone. Please notify us immediately if you suspect your account details have been compromised. You are responsible for all orders placed/activity undertaken using your account details.

5. PLACING AN ORDER AND HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

5.1 After placing an order via our site, you will receive an e-mail from us setting out the details of your order and acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. You must check that the details on this e-mail are correct as soon as possible as your order represents an offer to us to buy a Product. We recommend you print out and keep a copy of that e-mail.

5.2 All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). We recommend you print out and keep a copy of the Dispatch Confirmation.

5.3 The contract for the purchase of any Product will be between you and us and will only be formed when we send you the Dispatch Confirmation and we have received payment in full for the Products ("Contract"). Until we send you the Dispatch Confirmation and receive

payment in full there is no contract between you and us for the Products. We reserve the right, in our sole discretion to reject any order we receive.

5.4 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation and for which we have received payment in full. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

6. AVAILABILITY AND DELIVERY

6.1 All products featured on our site are subject to availability. We will endeavour to make it clear where Products offered are available for a limited time or in limited numbers. We update our site regularly to avoid causing disappointment but it can take time to update our site and we cannot guarantee that any particular goods will be in stock at a particular time.

6.2 We will endeavour to fulfil your order as soon as possible in accordance with our delivery guidelines. Note however that all delivery times which we quote are estimates only, based on availability, order processing and arrangements with delivery companies. We will fulfil your order within 30 days of the date of the Dispatch Confirmation, unless it is a pre-order Product or there are exceptional circumstances. We will keep you informed by email if any of the Products which you have ordered are unavailable or there are delays with ordering/dispatching them.

6.3 Some Products may be made available for pre-order which means they will not be dispatched until the scheduled release date. We will send you an e-mail confirming the date on which this Product is dispatched.

6.4 Unless otherwise specified in the Dispatch Confirmation, Products will be sent by standard post and are not capable of being tracked. If you have selected a trackable delivery option, your tracking number will be made available on request.

7. PRICE AND PAYMENT

7.1 Subject to sections 7.2, 7.3, 7.5 and 20.2 the price of any Products will be as quoted on our site, except in the case of obvious error.

7.2 We use our best efforts to ensure the prices of Products displayed on our site are correct. However, our site contains a number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we may at our discretion charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site at the time you placed your order, we will normally, at our discretion, either contact you for instructions before dispatching the Product (ie to confirm your order and that you wish to proceed at the correct price), or reject your order and notify you of such rejection.

7.3 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a pricing mistake. We reserve the right to withdraw from the contract including any accepted Contract in the case of obvious and unmistakable pricing errors.

7.4 The prices on the site excludes delivery costs, which will be added to the total amount due as set out in our [Shipping Rates](#) at the time of checkout.

7.5 Prices are liable to change at any time, but subject to section 7.2, 7.3 and 20.2, changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

7.6 Payment for all Products must be by credit or debit card or via Paypal or via a Gift certificate. We accept the credit and debit cards displayed on the payment page of our Site from time to time. No other methods of payment will be accepted. We will not charge your credit or debit card until we dispatch your order unless you have chosen to pay using PayPal where payment is taken at point of order placement.

7.7 By providing the details of a credit or debit card to be billed or payment account to be debited for payment of the price due, you confirm that you are authorised to purchase the Products and that you are the holder of the relevant credit or debit card or of the relevant payment account or are expressly authorised to use such.

7.8 All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order. Should there be a problem with your payment we will contact you to discuss the next steps.

8. RISK AND TITLE

8.1 As soon as we have dispatched the Products, you will be responsible for them.

8.2 We will retain ownership of the Products, which will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

9. YOUR RIGHTS AND RETURNS

9.1 Non-receipt of Product: If you do not receive Products ordered by you within one month of the date on which they were dispatched to you, you must notify us within [10 working days] otherwise we shall have no liability to you.

9.2 Incorrect/Faulty/Defective Goods: We take great care in the dispatch and packaging of our items. In the unlikely event of faults with, or damage to, the Products or if you have received an incorrect Product please contact us at sales@azanialt.com.

9.3 We will collect the Product or ask you to return the Product to us and once, acting reasonably, we have examined the Product and confirmed it is faulty/an incorrect delivery, we will [at your option]:

9.3.1 provide you with a full or partial refund (including the shipping back to us if we did not collect);

9.3.2 replace the Products; or

9.3.3 repair the Product.

If any faults arise after delivery but within 6 months of the date of purchase of the Product please contact us at sales@azaniaLtd.com and we will collect the Product or ask you to return the Product to us at our expense and once, acting reasonably, we have examined the Product and confirmed there is an inherent fault with Product then we will provide you with a full or partial refund or alternatively at your option and to the extent possible only either (i) replace the Product or (ii) repair the Product.

9.4 General Right to Return

In addition to the right to return above, whilst we hope you are delighted with your purchase, if you are contracting as a consumer (i.e. not purchasing goods on behalf of a business) and are based in the European Union, you can choose to cancel a Contract at any time within 14 days, beginning on the day you receive the Products (subject to clause 9.5). In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).

9.5 To cancel a Contract under clause 9.4, you must inform us in writing at 1 Scotts Close, Downton Business Park, Downton, Wiltshire, SP5 3RA, UK or via email to sales@azaniaLtd.com. If we receive confirmation that you wish to cancel the order before dispatch of the Product we will refund your payment in accordance with clause 10.1.1 and will not dispatch the Product. If you have received the Product and/or it has been dispatched you must return the Product(s) to us immediately at Customer Returns, 1 Scotts Close, Downton Business Park, Downton, Wiltshire, SP5 3RA, UK in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession and we reserve the right to seek compensation from you for any failure to comply with this obligation.

9.6 You will not have any right to cancel a contract for the Products under clause 9.4 if:

9.6.1 you have unsealed the packaging of audio or video recordings or any software;

9.6.2 the Product has been personalised for you or made to your specification; and/or

9.6.3 the Products are periodicals or magazines.

9.7 Return Packaging: If you are returning a Product it would be helpful if you would use the original packaging when doing so. If you no longer have this packaging please include the name of the person who ordered the Product and the order number in the return package. Note that if you have opened/unsealed the Product you will lose your right to return it in certain circumstances (see clause 9.6 for further details).

9.8 Return Address: The return address is Customer Returns, 1 Scotts Close, Downton Business Park, Downton, Wiltshire, SP5 3RA, UK 10.9

9.9 If you would like more information on your rights as a consumer, please contact your local citizens advice bureau or trading standards office.

10. OUR REFUNDS POLICY

10.1 When you return a Product to us:

10.1.1 Because you have cancelled the Contract between us within the 14-day cooling-off period (see clause 9.4 above), we will process the refund due to you as soon as possible

and, in any case, within 14 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us;

10.1.2 For any other reason (for instance, because you have notified us in accordance with section 20.2 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is faulty), we will examine the returned Product and will notify you of any refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 14 days of you notifying us that you wish obtain a refund for the Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us (unless we organise and pay for the return).

10.2 We will only refund any money received from you using the same method originally used by you to pay for the Product.

11. OUR LIABILITY TO YOU

PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT THE LIMITATIONS OF OUR LIABILITY TO YOU

11.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the same kind are commonly supplied. We do not make any other promises or warranties about the Products. You agree that use of the site to purchase Products is at your sole risk.

11.2 If you or we are in breach of the Contract, neither of us will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

11.3 Our liability for losses you suffer as a result of us breaking a Contract for Product(s) is strictly limited to the purchase price of the relevant Product(s) affected.

11.4 We are not responsible for losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:

11.4.1 loss of income or revenue;

11.4.2 loss of business;

11.4.3 loss of profits or contracts;

11.4.4 loss of anticipated savings;

11.4.5 loss of opportunity or goodwill;

11.4.6 loss of, damage to or corruption of data;

11.4.7 indirect or consequential loss of any kind; However arising and whether caused by tort (including negligence), breach of contract or otherwise.

11.5 This section 11 does not exclude or limit in any way our liability:

11.5.1 for death or personal injury caused by our negligence;

11.5.2 for fraud or fraudulent misrepresentation;

11.5.3 for any deliberate breaches of these terms by us that would entitle you to terminate the Contract between us; or

11.5.4 for any matter for which we cannot exclude, or limit our liability under applicable law.

12. IMPORT DUTY

12.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties, levies and taxes which are imposed when the delivery reaches the specified destination. You will be the importer of record and will be responsible for payment of any such import duties, levies and taxes. We have no control over these charges and cannot predict their amount. We recommend you contact your local customs office for further information on what these charges may be before placing your order. Please note also that cross border deliveries could be opened and inspected by customs authorities.

12.2 Please note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

13. WRITTEN COMMUNICATION

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

14. NOTICES

All notices given by you to us must be given to Azania Ltd at 1 Scotts Close, Downton Business Park, Downton, Wiltshire, SP5 3RA, UK or by email to sales@azaniaLtd.com. We will give notice to you at either the e-mail or postal address you provide to us as part of your order process or account registration. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to, and received by, the specified e-mail address of the addressee.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

Neither you nor we may transfer, assign, charge or otherwise dispose of a Contract, or any rights or obligations arising under it, without the other's prior written consent. You agree however that we may sub-contract our obligations (for example contracting with a third party delivery company to deliver the Product) provided that we remain responsible to you for the performance of the Contract.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and/or the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract will be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance the same as the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. WAIVER

17.1 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 which we are entitled to under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

18. SEVERABILITY AND THIRD PARTY RIGHTS

18.1 If any of these terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or provision will to that extent be removed from the remaining terms and provisions which will continue to be valid to the fullest extent permitted by law.

18.2 A person who is not a party to these terms of sale has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms but this section does not affect a right or remedy of a third party which exists or is available apart from that Act.

19. ENTIRE AGREEMENT

We intend to rely upon these terms and conditions of sale and any document expressly referred to in them in relation to the subject matter of any Contract. If you are uncertain about your rights or think there is a mistake or that the terms are not complete and accurate or do not reflect any conversation with our customer services representatives, please contact us before placing an order in order to discuss your query/concern as we only

accept responsibility for statements made in writing. In that way, we can avoid any problems surrounding what we and you are expected to do in relation to the Contract.

20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

20.1 We have the right to revise and amend these terms and conditions of sale from time to time including to reflect changes affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our site's capabilities.

20.2 You will be subject to the policies and terms and conditions of sale in force at the time that you order Products from us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we give you reasonable notice of the change to those policies or these terms and conditions of sale before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products or our entering into the Contract (as applicable)).

21. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

22. QUESTIONS OR COMPLAINTS?

If you have any queries at all regarding this site, the products featured on the site or any of the terms, please do not hesitate to contact us via e-mail at sales@azaniaLtd.com or via post at 1 Scotts Close, Downton Business Park, Downton, Wilts, SP5 3RA, UK and we will be more than happy to assist you.