

Terms of Use - mgrmusic.com

Who we are and how to contact us

www.mgrmusic.com is a site operated by MGR Music Tuition Limited ("We"). We are registered in England and Wales under company number **08646304** and have our registered office at Calyx House, South Road, Taunton, Somerset, TA1 3DU. Our main trading address is Calyx House, South Road, Taunton, Somerset, TA1 3DU.

We are a limited company.

To contact us, please email info@mgrmusic.com.

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. These terms and conditions govern your use of mgrmusic.com, as provided by MGR Music Tuition LTD., including use of message boards and notice boards. We may amend or add to these terms and conditions without notice to you, so please check them periodically.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy (www.mgrmusic.com/Privacy-Statement/), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy (www.mgrmusic.com/Cookie-Policy/), which sets out information about the cookies on our site.

If you are a music teacher our Terms and Conditions of supply ([Terms and Conditions of Supply](#)) will apply to the services we provide.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@mgrmusic.com.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

- MGR Music Tuition is providing this site on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties..

- The content on the site and forum has been included in good faith. The Content may contain inaccuracies or typographical errors. Whilst mgrmusic.com endeavours to ensure that the information on this site is correct, no warranty, express or implied, is given as to its accuracy and mgrmusic.com does not accept any liability for error or omission.
- In particular, the support and information in the forum and site does not constitute any form of advice, recommendation or arrangement by mgrmusic.com and is not intended to be relied upon by users in making (or refraining from making) any specific decisions or to be a substitute for obtaining professional advice. **You should consult a doctor, lawyer, accountant or appropriate professional if you require specific advice.**
- You are responsible for checking the accuracy of relevant facts and opinions given on the site before entering into any commitment or taking any other form of action or inaction based upon them.
- mgrmusic.com does not represent or guarantee the truthfulness, accuracy or reliability of postings submitted by users, moderators and parent supporters on the forum, or endorse any opinions expressed by users, moderators or parent supporters.
- All conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the provision of the Content and the Site are excluded to the fullest extent permitted by law.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on (www.mgrmusic.com/contact-us/).

Abusive user-generated content will not be tolerated and users who generate content perceived by MGR Music Tuition LTD as abusive will be removed from the website.

If you use a message board, forum or noticeboard, you alone are responsible for the content of your messages, and any consequences arising. By using mgrmusic.com you agree to comply with the following:

(a) mgrmusic.com is to be used by you for your personal use only and may not be used for commercial purposes (to promote a company, product or service or to recruit staff) without prior written permission.

(b) mgrmusic.com may not be used to send chain letters, junk mail, 'spam', solicitations (commercial or non-commercial) or bulk communications of any kind. If a member puts an email address or web address into a message, you may not use it for any purpose other than that which the Member intended.

(c) If using the forums to arrange to meet someone, you do so at your own risk, and MGR Music Tuition LTD. accepts no liability for any consequences.

(d) If using the forums or the Teacher Database to find music teachers, it is your responsibility to check suitability, qualifications and references. MGR Music Tuition LTD is in no way liable for any consequences and accepts no responsibility for the verification of any teacher notices.

(e) You may not post to mgrmusic.com or use mgrmusic.com to publish, send or distribute any message or material (in any media or form) that is unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, threatening, racially or sexually or otherwise discriminatory, offensive, inaccurate, is in breach of confidence or a third party's intellectual property rights or which otherwise includes objectionable material of any kind or nature, that encourages or engages in conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation or which has a disruptive influence on mgrmusic.com.

(f) You (whether acting in your capacity as a journalist in any media or otherwise) must not post appeals for case histories on mgrmusic.com. All media requests should be sent to mediarequests@mgrmusic.com. Unauthorised appeals for information will be removed.

- (g) You must not impersonate any other person or entity, whether actual or fictitious.
- (h) You must not use mgrmusic.com in a way that might reasonably be expected to cause the website to be interrupted, damaged, rendered less efficient or which could in any way damage the operation of another's computer.

Removal of User Content

MGR Music Tuition LTD reserves the right in its absolute discretion at any time to edit, alter, delete or move any material posted to, appearing on or distributed by mgrmusic.com and you. MGR Music Tuition LTD. will not enter into any discussions about its decision to edit, alter, delete or move such material.

- (a) mgrmusic.com may at any time, and without prior or post warning, close discussions on message boards as it feels appropriate. No discussion will be entered into.
- (b) MGR Music Tuition Ltd. may withdraw membership of mgrmusic.com from any member at any time. Attempts to rejoin, may result in legal action. MGR Music Tuition LTD decision is final and no discussion will be entered into.

Submission of Listings & Comments

By adding a listing or comment to the site, you agree to comply with the following terms:

- (a) MGR Music Tuition Ltd. reserves the right in its absolute discretion at any time to edit, alter, delete or move any material, such as listings or comments added by mgrmusic.com and you. MGR Music Tuition LTD will not enter into any discussions about its decision to edit, alter, delete or move such material.
- (b) MGR Music Tuition LTD reserves the right to share material, such as the content of listing and comments with other organisations who may also publish the material.
- (c) MGR Music Tuition LTD reserves the right to email you from time to time if you have indicated that you are the owner of the business, group or event.

Images in listings and comments

- (a) The member must submit only his/her own original images and agrees and confirms that this will not infringe the copyright or any other rights of any third party.
- (b) The photo should be of sufficient quality to publish.
- (c) mgrmusic.com reserves the right to edit any photo.
- (d) If your photo contains what appears to be illegal conduct, mgrmusic.com may notify law enforcement authorities.

Minimum Age Restrictions

When you register with us you are stating that you are over 13 years of age. You agree that any information you provide to us about yourself upon registration or at any other time will be true, accurate and complete.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of supply ([Terms and Conditions of Supply](#))

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our site; or

- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to any page on our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@mgrmusic.com.

Additional Terms & Conditions

Indemnification

You agree to indemnify and hold each of MGR Music Tuition LTD, its directors, sponsors, representatives, employees and contractors, harmless from any claim or demand, including reasonable solicitors fees, made by any third party due to or arising out of your use of mgrmusic.com, the violation of these Terms and Conditions by you, or the infringement by you, or any other subscriber of your account, or of any intellectual property or other right of any other person or entity.

Miscellaneous

Any failure or delay by us to enforce strict performance by you of any of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver to any extent of our rights.

These Terms of Use constitute the entire understanding between you and us as to your use of mgrmusic.com and supersede all prior agreements and understandings between us and you.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.