



Consumer Terms & Conditions - effective from 10th April 2015

These terms relate to transactions entered into with members of the public/consumers as defined under distance selling regulations. Our terms of supply to trade customers differ and can be supplied on request.

When you purchase items from us we enter into a contract to supply that complies with UK Distance Selling Regulations. These regulations are incorporated in our terms of business and you can find them below.

1. These Terms & Conditions supersede those published in any prior sales literature. Orders placed and accepted are deemed to be in accordance with these conditions.
2. Product specifications and conditions of sale may be amended without prior warning. Quotations may be withdrawn without notice at any time prior to acceptance of order.
3. All prices displayed or quoted are inclusive of VAT. E&OE
4. Prices charged will be those in force at the time of order.
5. Under Distance Selling Regulations you have the right to cancel your contract with us at any time prior to despatch or within 14 days after the day of receipt of the goods (the exception to this is for goods ordered to your individual specification as a "Special Order"). If the goods have been received by you, you must return the product, with its original box and accessories at your cost to us and within 14 days of cancellation. Please ensure you retain a proof of posting. You are legally obliged to take 'reasonable care' of the product. We will refund within 14 days of your cancellation or receipt of returned goods or provision of evidence of return.

If you wish to cancel the contract **after** the cancellation period you must contact us in advance for our Returns Authority. On receipt we will assess the product for damage and if found will discuss with you any deductions to your refund that we intend to make because of these. A minimum 15% restocking charge may be applied at our discretion. Incomplete, damaged or defaced goods will not be accepted for return and will be held at our premises for your collection.

6. Faulty Goods: If you wish to return an item due to missing or faulty parts, or because it does not meet the description given then we will offer a full refund or replacement provided we are notified within 8 days. Any refund, which is due to a fault or other defect, will include a refund of the applicable delivery and return charge.
7. Shortages, damaged or wrong goods supplied should be notified to us within 8 days of receipt of goods. At the time of confirming your order, we will have agreed with you the delivery method which will vary dependent upon your requirements. It is IMPORTANT therefore that non-delivery should be reported within 5 days of the expected receipt date.
8. Disputes and complaints should be made directly to us by email or in writing. Your dispute or complaint will be acknowledged within 5 working days and we will aim to resolve it within 10 working days. You will be provided with the name of the person handling your complaint at the time of acknowledgement.
9. Goods are guaranteed to the extent of the guarantee (if any) of the manufacturers and these are offered, where available, in addition to your statutory rights. Claims under guarantee are limited to whatever amount (if any) is recoverable from the manufacturer under such guarantee. If you wish to return any goods found to be defective please refer to section 6 above. We cannot accept goods returned without proper authorisation.
10. No property in or title to the goods shall pass to the customer unless or until the customer has made full payment of all sums to the vendor.

Acoustic Strap Secure, Charlie's Pedalboards, Guitar Head Pillow, LOXX Strap Lock System, Lute Hole Feedback Suppressors, Memphis FX Pedals and Power, PedalSnake Cabling Systems, Rockslide Guitar Slides, Stetsbar Vibratos, Super-Vee Vibratos, V-Pick Guitar Picks, Wishbone Mic Placement Systems



11. Madison and Fifth cannot be held responsible for consequential loss or damage resulting from the improper use of any products sold by them.

12. As part of the policy of continuous development, Madison and Fifth reserves the right to make any improvements in the designs published that may be necessary.

13. We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). We collect limited information from you to process your order and provide you with the best possible service. The type of information we will collect about you includes your name and address, your telephone number and email address and also your credit/debit card details. We will never collect sensitive information about you without your consent. The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly. The personal information which we hold will be held securely in accordance with our internal security policy and the law.

14. These 'Terms and Conditions' do not affect your statutory rights as a consumer. Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

15. Madison and Fifth, 98 Coventry Road, Market Harborough, Leicestershire, LE16 9DA, UK. Telephone, email and other contact information may be found on our website.

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