

NATIONWIDE MUSIC EXAMINATIONS LIMITED TERMS AND CONDITIONS

1. WHAT ARE THESE TERMS AND CONDITIONS ABOUT?

The information below tells you how you may use our services. Please read these terms and conditions carefully before using them. By using any of our services you agree to be bound by:

- a. these Terms and Conditions (collectively referred to as "Terms");
- b. the Rules on our web site
- c. the Privacy Policy on our web site

We may update these from time to time, so please review the relevant pages regularly. If you access our services, you agree to be legally bound by whichever version of them is in force at such time. These were all last updated on 1st November 2013.

"Our Website" means www.nationwidemusicexams.co.uk including its microsites.

"Our Content" means examinations, syllabi, audio, video, text, images or other content made available by us.

Collectively, Our Website and Our Content is referred to as "Our Services" in these Terms.

2. WHO USES AND WHO PROVIDES OUR SERVICES?

References to "you" or "your" mean you as a user of Our Services, for example a teacher or music student. References to "we", "us", "our" is to Nationwide Music Examinations Limited, a company registered in England & Wales with registered office at 112-114 Witton Street Northwich Cheshire CW9 5NW.

3. WHO OWNS OR HAS RIGHTS IN OUR SERVICES?

All copyright (which means ownership), trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on Our Services belong to and are reserved by us. Nothing in the Terms grants you a right or licence to use any trade mark, design right or copyright owned or controlled by us.

You may not copy, reproduce, upload, post, distribute, republish, retransmit, or modify the material on Our Website, including computer code and software.

4. WHAT RULES GOVERN SUBMISSION OF MUSIC?

As part of Our Services, you (or, if you are a music teacher, students on your behalf) will enter certain examinations or submit music or music arrangements to us (which, together, are referred to as a "Submission").

You must be over 18 years old to enter into and pay for any assessment or examination and submit a Submission, or have permission to do so from your parent or a responsible adult if you are under 18 years old. You must provide correct and current information to enter into any examination or assessment.

You must also read our General Information and Rules.

If you are entering into the Electronic Music Exams, you must additionally agree to the Electronic Music Exams Rules, which govern entry requirements and how we may use your Submission. Your Submission may include audio, text, photographs, graphics or video.

5. FEES

Fees are payable in pounds sterling only. Any associated refund policies for Our Services are available on Our Website and may be updated from time to time without notice.

6. WHAT ARE OUR LEGAL OBLIGATIONS TO YOU AND HOW DO THE TERMS LIMIT OUR LIABILITY?

All of our Services are provided on an 'as is' and 'as available' basis. We do not guarantee that all of Our Services will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

We reserve the right to modify, suspend or discontinue all or part of any of Our Services without giving you any notice.

We are proud of our robust syllabi and hope you will benefit from them. However, you acknowledge that we are an unaccredited examination company. This means that gaining a certification with us may not be recognised by higher education or other institutions or employers in the way that an accredited certification may be. Accordingly, Our Services are provided without express or implied warranty of any kind. To the extent permitted by law, we exclude all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, compatibility and accuracy.

We do not guarantee the timeliness, completeness or performance of any of Our Services.

While we will try to ensure that Our Content is correct at the time of publication, no responsibility is accepted by or on our behalf for any errors, omissions or inaccurate content.

We cannot guarantee that your use of Our Website (including any content on it) will be uninterrupted or not cause damage to your computer or other device. Except where required by applicable law, we shall not be liable to you for any loss or damage suffered as a result of interruption, viruses or other malicious or harmful content that emanates from Our Website.

We are not responsible for the following kinds of loss or damage which may arise from your use of Our Services:

- a) loss or damage suffered by you or someone else when we comply with the Terms;
- b) loss or damage which is caused by us when we do not comply with the Terms but which we and you could not anticipate nor expect to happen when you started using our services;
- c) any loss which is indirect or a side effect/consequential of the main loss or damage and which we or you could not anticipate nor expect to happen when you started using Our Services, for instance if you lose revenue or salary, profit, opportunity or reputation;
- d) provided we comply with our Privacy Policy NME web site, any loss of data or damage to your Submission; and
- e) any loss or damage if Our Services are not provided to you or are interrupted or suspended or if we do not comply with the Terms because of events beyond our control, such as an act of God, accident, fire, lockout, strike or other official or unofficial labour dispute, civil commotion, rule or order or act of Government or other act or event beyond the reasonable control of us.

Nothing in the Terms excludes or limits either our or your liability for death or personal injury caused by negligence or for fraud.

Where you are a business user of our services (eg a teacher) you agree to indemnify, hold harmless and defend us in respect of all damages, claims, demands, liabilities (including liability to third parties), losses, costs and expenses, including reasonable legal fees and costs, arising out of or as a result of any breach of the Terms by you or otherwise in connection with your use of Our Services or in connection with Our Content or both.

7. CHANGES TO OUR WEBSITE OR OUR CONTENT

You acknowledge and accept that we may from time to time alter any aspect of Our Website, or any of Our Content, as we think fit and without notice to you (although we will, where possible, endeavour to provide you with reasonable notice).

8. HOW CAN WE STOP MAKING OUR SERVICES AVAILABLE TO ME AND WHAT HAPPENS WHEN WE DO SO?

We may stop making all or any part of Our Services available to you with immediate effect and without notice if:

- a) in our reasonable opinion you are using any part of Our Services inappropriately, incompetently or in a way which might be considered to be prejudicial to our good reputation;
- b) you breach the Terms in a way that cannot be corrected, or you fail to correct a breach within a reasonable period of time if we ask you to do so; or
- c) there is, in our reasonable opinion, any reason why Our Services must be withdrawn.

In this event of termination, you are no longer authorised to have access to Our Services and all limitations on our liability (see paragraph 6) shall continue.

9. WHAT HAPPENS IF WE DO NOT ENFORCE A RIGHT AGAINST YOU?

If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

10. WHAT HAPPENS IF ANY PART OF THE TERMS IS FOUND TO BE INEFFECTIVE?

If any part of the Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.

11. THIRD PARTIES

The Terms do not create or infer any rights that are enforceable by any person who is not party to the Terms.

12. TRANSFER OF RIGHTS

You may not assign, sub-license or otherwise transfer any of your rights and obligations in the Terms to any other person. For example, you must not transfer your exam entry to another candidate.

13. WHAT HAPPENS IF THERE IS A DISPUTE ARISING OUT OF THE TERMS?

Any disputes arising out of the Terms will be governed by and interpreted in accordance with the laws of England and Wales. If you choose to bring proceedings in connection with the Terms you must do so in the courts of England and Wales.



ENTRY FORM

For entries of 12 or more candidates Nationwide Music Examinations offer exams seven days a week, daytime and evening. Our intention being to provide the ultimate flexibility for schools, teachers and candidates.

The Examination Secretary is available to discuss your entry personally please phone: 01606 40400

Teacher's/Centre name & address at which examination is to be held:		
Telephone:		
Proposed date(s) for examination:		
1st Choice	Day:	Date:
2nd Choice:	Day:	Date:

[illegible]

PLAY & SING FEES	
BRONZE LEVEL	£16.95
SILVER LEVEL	£21.50
GOLD LEVEL	£25.50
PLATINUM LEVEL	£31.50

JANUARY 2019 EXAMINATION FEES				NATIONWIDE MUSIC EXAMS USE ONLY
PRIMARY 1	£26.50	GRADE 3	£39.50	EXAMINER ALLOCATED:
PRIMARY 2	£29.00	GRADE 4	£43.00	
FOUNDATION 1	£31.00	GRADE 5	£47.00	
FOUNDATION 2	£31.50	GRADE 6	£53.00	CONFIRMED DATE OF:
GRADE 1 & 1A	£33.00	GRADE 7	£59.00	
GRADE 2	£38.00	GRADE 8	£65.00	
DEBUT LEVEL	£49.00			
BREAKTHROUGH LEVEL	£61.00			
ARTIST LEVEL	£73.00			

PLEASE READ (OR IF YOU ARE UNDER 18, ENSURE A PARENT OR RESPONSIBLE ADULT READS) OUR TERMS & CONDITIONS AND RULES PRIOR TO ENTERING, SENDING COMPLETED ENTRY FORM TO:

Examination Office
 Nationwide Music Examinations
 76 Church Road
 Northwich
 Cheshire
 CW9 5PB