



Terms and Conditions

These terms and conditions apply to orders for productions and resources purchased from our the website www.smallsparkproductions.com

Our productions are available from Small Spark Productions only. For further clarification of these terms and conditions or if in any doubt about a potential purchase please contact us.

PRODUCER

All our titles and resources are produced and published by Small Spark Productions in the UK.

RESTRICTIONS

Orders are dealt with in order of priority – determined in the case of electronic orders, by the date stamp on our form-to-email confirmation. We cannot accept responsibility for computer errors which result in order forms failing to reach us. Customers are requested to check they have received a confirmation by email within 3 days of placing an order and to assume their attempted submission of the order form was unsuccessful if this is not the case.

CONFIRMATION

You should receive an automated confirmation of your order on your screen when made online. Assuming you enter a valid email address on the order form, you should receive email confirmation of your order within minutes. Payment is by credit/debit cards or PayPal via our website VAT is NOT charged on our printed books or full production digital downloads. VAT is charged on all licences.

PHYSICAL DELIVERY

Delivery of physical products in the UK is subject to availability and normally occurs within 2 days of receipt of your order. However, please allow up to 14 days for delivery. In the event of supply difficulties, we will contact you. Delivery of physical products outside the UK cannot be guaranteed within a specific timescale.

CANCELLATION, REFUND, EXCHANGE

Before purchasing any of our products, we would urge you to fully explore the various extract, sample songs and other information available for each production.

Cancellation and/or refund on orders of printed books are accepted only if received within 7 working days of delivery. We cannot offer refunds on DIGITAL DOWNLOADS & SONG DOWNLOADS, as these are not physical products that can be returned. You must inform us in writing of your intention to cancel your order and then return the goods to us at your expense. We regret we are unable to refund the cost of postage and cannot accept responsibility for goods lost in transit from you to us. You are advised to return the goods using recorded delivery. Upon receipt of your returned goods within 7 days (or within 30 days if you have informed us of

your intention to cancel your order within 7 working days of receipt of the goods), you will either be entitled to a full refund if you have already made payment, or your outstanding invoice will be cancelled if you have not yet made payment.

PERFORMANCE LICENCES

Purchase of a product does not constitute any performance rights of the scripted material. For public performances of our scripted material (eg. to parents), a valid performance licence from Edgy Productions is required. Licences issued by the local authority, CCLI, CLA, PRS, PLS, PMLL etc DO NOT authorise the public performance of our scripted material. We will take all necessary legal action against individuals or institutions which perform any of our productions without a valid licence purchased from Small Spark Productions.

RECORDING AND DUPLICATION LICENCES

It is illegal to record performances of any part of our published material, and/or duplicate and distribute copies of recordings, live stream or upload content to social media websites without the correct licence from Small Spark Productions. We will take all necessary legal action against individuals or institutions which record and duplicate/distribute performances of any part of our productions without a valid licence purchased from ourselves.

DIGITAL DOWNLOAD OF PRODUCTION PACKS

Included in your download:

- PDF and Word documents of the script, song lyrics and production advice.
- MP3 files vocal and backing tracks, transition music and sound effects where applicable.
- JPEG image of the cover artwork for use in creating your own posters or programmes.
- PPT of Digital Scene Backdrops.

Once a payment is submitted you will receive a confirmation email to the address you have entered, with a link to a zip file containing your downloaded items. Save these files to your computer and use them as required. **Note – you have 48 hours before this link expires.**

Once downloaded, under copyright law you must not share these files with any other institution. This material is solely for use within your school or organisation, and only by individuals (teachers and children) associated with it. Action will be taken if an instance of file sharing is discovered.

Content and File Sharing

Once you have received your book or digital download, under copyright law you must not share the content in physical form or as digital files with any other institution. This material is solely for use within the premises of your school or organisation, and only by individuals (teachers & children) associated with it. In cases where the purchasing school is part of an **academy group or trust, the material can only be used in the purchasing school.** Any other schools in the academy group/trust **must purchase their own copy** and licence in order to put on a performance. Where an academy group/trust purchases material on behalf of a school, they must provide the name of that school on any order documentation and ensure the material is

not circulated to, or used by, any other school within the group/trust. If any instances are discovered of content or file sharing between schools, including those within the same academy group or trust, action will be taken to rectify a breach of copyright.

OUR COMMITMENT

We are committed to providing excellent service and always welcome your comments. If you have any comments please contact us at info@smallsparkproductions.com

GENERAL

All matters concerning and incidental to any offer or agreement for the purchase and sale of goods from our web site shall be construed and governed according to English law and the English courts shall have jurisdiction in all such matters. These terms and conditions do not in any way affect your statutory rights.

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