

## **Photograph Your World Terms and Conditions – Updated 13/03/19**

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information and should be read in conjunction with any specified terms notified to you prior to confirmation and acceptance of your order.

### **General terms and conditions**

This site is owned and operated by Photograph Your World of 14 Stone Pits Meadow, Wilmcote, Stratford-upon-Avon, Warwickshire, CV37 9WA. All goods, services and subsequent purchases, are for Non-commercial purposes unless specified with terms and conditions notified to you prior to acceptance of your order. Orders will only be processed for payment and delivery within the UK. If you wish to make an order for commercial purposes, additional specified terms of business will apply. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us by post at the above address, via e-mail using the 'Contact Us' form on our website, or by calling 07949638599.

### **1. The contract between us**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched and payment in full has been received. Only at this point is a legally binding contract created between us.

### **2. Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details including Price of goods and delivery charges if applicable. For the avoidance of doubt, this correspondence does not constitute a contract between us.

### **3. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Mary Harman trading as Photograph Your World. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

### **4. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that where prices are quoted on this website or sent to you as a separate document, they are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website or published in a separate document sent to you. Any weights, dimensions and capacities given about the goods are approximate only.

### **5. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

### **6. Availability**

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All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock, have it made to order if we are able to do so or to cancel your order.

### **7. Ordering errors**

You are able to correct errors on your order up to 24hrs from the date and time of your order confirmation by e-mail or from the issue date of your Sales Order Form if your order is made face to face at a location other than our website, such as a Market Stall.

### **8. Price**

The prices payable for goods that you order are initially shown on our website as example starting prices, which are subject to change. Prices for stock or bespoke orders will be notified to you upon request, and confirmed to you either by e-mail or in a sales order, given to you, before accepting your order upon receipt of your full payment. All prices are free of VAT and are correct at the time of entering information on our website. The price of your order will be set out in your order confirmation by e-mail (if you have provided an e-mail address) or set out in your Sales Order Form if your order is made face to face at a location other than our website, such as a market stall.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

### **9. Payment terms**

We will take payment after clearance of your cheque received with your order. Cheques should be made payable to Photograph Your World. We accept no liability if a cheque is not received by us and or any delay in clearance of your cheque or delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you and we have not agreed a deposit, then we can refuse to process your order and/or suspend any further deliveries to you.

This does not affect any other rights we may have.

### **10. Delivery charges**

Photograph Your World will only process orders paid by cash or cheque in the UK and will only deliver within the UK. Delivery charges are free within 5 miles of Stratford-upon-Avon Town Centre otherwise delivery charges extra to the cost of your order will vary according to the type of goods ordered. Delivery prices are subject to change. Current delivery charges will be notified to you on confirmation of your order, prior to receipt of your full payment or deposit (where agreed).

### **11. Delivery**

11.1 When your order is complete and your full payment (including delivery charge if applicable) or deposit (where agreed) has been received, we will delivery your goods in accordance with the option agreed on your confirmation of order. These options will include: pick up by you from our Stratford-upon-Avon market stall or our business address; delivery by us within a 5 mile radius of Stratford-upon-Avon town centre at your notified address.

11.2 Outside of Stratford-upon-Avon (more than five mile radius of town centre), you will be

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required to pay extra for a delivery which will require a signature and it might not be possible for us to deliver to some locations.

11.3 Please note that we are only able to deliver to addresses within the United Kingdom, but excluding the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles.

11.4 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate and includes the correct postcode. Please be precise about where you would like the goods left if you are out when we deliver and note that we will require a signature on delivery. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery on acceptance of your order but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order together with your payment by cheque. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

11.5 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

### 12. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

### 13. Cancellation rights

13.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

13.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us in writing by any durable medium (for example letter sent by post or e-mail).

13.3 You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order).

13.4 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

13.5 Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from the cheque you have sent or the cash we have received with a Sales Order Form by sending you a refund cheque to the address on your order, within 14 calendar days.

13.6 We may make a deduction from your refund for any loss in the value of the goods supplied if

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the loss is the result of unnecessary handling by you (for example soiling, creasing or torn goods prior to cancellation). Furthermore, if you make a print or print and mount purchase and the loss is the result of you or anyone else subsequently framing your prints, we may make a deduction from your refund for any loss in the value of the goods supplied.

### **14. Cancellation by us**

14.1 We reserve the right not to process your order, in part or total if:

14.1.1 We have insufficient stock to deliver the goods you have ordered or insufficient materials to make up your bespoke order;

14.1.2 We do not deliver to your area;

14.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers. Or

14.1.4 Due to unforeseen circumstances beyond our control

14.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit you via cheque, any total sum already deducted from you by cheque, as soon as possible, but in any event within 14 days.

### **15. If there is a problem with the goods**

15.1 If you have any questions or complaints about the goods please contact us. You can do so at Photograph Your World, 14 Stone Pits Meadow, Wilmcote, Stratford-upon-Avon CV37 9WA. Or Telephone 07949638599 or E-mail: via our 'Contact Us' form on our website.

15.2 We are under a legal duty to supply goods that are in conformity with this contract and in Accordance with the Consumer Rights Act 2015 (the Act).

15.3 If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) allow us to collect them from you. We will pay the cost of postage or collection.

### **16. Liability**

16.1 Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), we will provide you with a full refund.

16.2 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

16.3 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption. We do not accept liability for damage to any photographic prints or cards, which subsequent to purchase have not been mounted and framed by Photograph Your World.

16.4 We only sell and deliver goods to clients within the UK. We do not export goods outside of the

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UK. Should you purchase goods from Photograph Your World and decide to take with you or send your purchases outside of the UK, you must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site or purchased from Photograph Your World at any other location, such as Stratford-upon-Avon Market or any other market or retail outlet in the UK. The importation or exportation of certain of our goods may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

16.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer neither under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

### **17. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Photograph Your World, 14 Stone Pits Meadow, Wilmcote, Stratford-upon-Avon, CV37 9WA and all notices from us to you will be displayed on our website from time to time.

### **18. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

### **19. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

### **20. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### **21. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

### **22. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **PRIVACY STATEMENT**

Photograph Your World is committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

General Data Protection Regulations (GDPR) and Data Protection Act 2018 ('the Act')

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We comply with the GDPR and (the Act) in all our dealings with your personal data. As we only collect and store your contact details such as: Name; Address; Telephone Number and E-mail Address, when given by you, for the purpose of processing your order, providing a service to you or accounting, we are not required to be registered with the Information Commissioner Office.

### **Use and collection of personal information**

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site and wish to contact us via our website, by e-mail or you telephone us directly and in doing so provide certain information such as your contact details, we will store this data and hold it on computer or otherwise.

We may use information that you provide:

\* To provide a service to you or to process your order and administer it.

If you do not want us to use data in this way, we may not be able to reply to your enquiry, provide a service to you or process your order. On collection of your data, we will not intentionally pass on your details to any third parties for marketing purposes.

Disclosure of personal information to third parties: We may, however, disclose your personal information to third parties:

\* In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.

\* If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

### **Cookies**

Photograph Your World's own website does not use Cookies and we only collect information directly from you in a number of ways such as: via our website 'Contact Us' form, by e-mail, telephone, post or face to face contact, for the purpose of providing a service to you or to process your order and administer it. We cannot guarantee that any third party intentionally or otherwise associated with our website does not use Cookies.

Should you have any query regarding your personal data and our use of your data as detailed above, please contact us by e-mail, telephone, or post. Our phone number is 07949638599, our address is Photograph Your World, 14 Stone Pits Meadow, Wilmcote, Stratford-upon-Avon, CV37 9WA or you can e-mail us via the 'Contact Us' form on our website.

### **Security**

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

### **Your rights**

\* You have the right to ask us not to process your personal data for marketing purposes. Photograph Your World only intends to use your data to provide a service to you or to process your order and administer it.

We will not intentionally pass on your details to any third parties for marketing purposes. However, should we wish to do so, we will inform you before collecting your data and confirm your permission if we intend to use your data for such purposes or we intend to disclose your

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information to any third party for such purpose. You can exercise your right to prevent this happening by writing to us, by post or e-mail. See disclosure of personal information to third parties shown above.

### General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Mary Harman, Photograph Your World, 14 Stone Pits Meadow, Wilmcote, Stratford-upon-Avon, Warwickshire, CV37 9WA.

If required, a cancellation form is shown on the next page.

### CANCELLATION FORM

Post to: Mary Harman, Photograph Your World, 14 Stone Pits Meadow, Wilmcote, Stratford-upon-Avon, Warwickshire CV37 9WA. Or: E-mail us.

I/We\* hereby give you notice that I/We\* cancel my/our\* contract for the sale of the following goods\*/for the supply of the following service\*:

Ordered on\*/Received on\*:

.....

Name of consumer(s) (CAPITALS):

.....

Address of consumer(s):

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Signature of consumer(s):

.....

(only if this form is notified on paper)

Date:

.....

\*Delete as appropriate