

Website Terms and Conditions

These terms and conditions are the contract between you and Market Hill Photography (“us”, “we”, “our”).

Market Hill Photography is an unincorporated business owned by Joe and Nathalie Fairs. Our address is 28 Market Hill, Sudbury, Suffolk, CO10 2EN.

By visiting this website, you agree to be bound by our terms and conditions.

The terms and conditions:

1. Definitions

In this agreement:

- | | |
|-------------------------|---|
| “Consumer” | means any individual who, in connection with this agreement, is acting for a purpose which is outside his business. |
| “Content” | means the textual, visual or audio content that is encountered our website. |
| “Extra Work” | means all of the work we do and materials we buy to prepare or to produce Specified Goods. |
| “Goods” | means any of the goods we offer for sale on our website, or, if the context requires, goods we sell to you. It includes Specified Goods. |
| "Intellectual Property" | means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, photographs, images, artwork, designs, copyrights and know-how, together with all rights that are derived from those rights. |
| “Specified Goods” | means Goods that have been subject to work or processed to your specific order, such as bespoke commissioned artwork. |

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the matters listed below.

- 2.1. a reference to one gender shall include any or all genders, and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. the headings to the paragraphs of this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation to which is referred.
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated £100 per hour.
- 2.8. these terms and conditions apply to all supplies of Goods by us to you. They prevail over any terms proposed by you.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use our website in any way and make an order on behalf of another person, you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.

- 3.4. We do not guarantee that Goods advertised on our website are available.
- 3.5. We may change these terms from time to time. The terms that apply to you are those posted on our website on the day you order the Goods. We advise that you to print a copy of these terms for your records.
- 3.6. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 3.7. If in future, you buy Goods from us under any arrangement that does not involve your payment via our website, these terms still apply so far as they can be applied.

4. Acceptance of your order

- 4.1. This paragraph applies to Goods that you buy from us as advertised, without change to your specific requirements.
- 4.2. Your order is an offer to buy from us.
- 4.3. Nothing that we do or say will amount to any acceptance of your offer until we actually dispatch the Goods to you.
- 4.4. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 4.5. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
 - 4.5.1 accept the alternatives we offer
 - 4.5.2 cancel all or part of your order

5. Extra Work

- 5.1. This paragraph applies to Specified Goods.
- 5.2. Our contract to supply Specified Goods is a contract for both the supply of Goods and the Extra Work you have asked us to do.
- 5.3. Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing, giving you details of our understanding of your exact requirements. At any point up until then,

we may decline your order without giving any reason. From that time, we are both bound to these contract terms, unless otherwise specified.

- 5.4. If you wish to make any change to the specification of the Extra Work, you must pay us the sum we estimate that the change will cost us, based on our then current charging rates, unless otherwise specified.
- 5.5. If you terminate this agreement before the Specified Goods are complete, you agree to pay us for all of the Extra Work to the date of cancellation by you. In addition, you will pay us a mark-up of 30% of the total cost of Extra Work unless otherwise specified.

6. Prices

- 6.1. Prices for Goods are shown on our website. Prices for Specified Goods are available on enquiry.
- 6.2. It is possible that the price may have changed from that shown on our website, or may not fully reflect the price of delivery if the Goods are to be delivered outside the UK. If that happens, we will not dispatch the Goods until you have confirmed that you wish to buy at the new price.

7. Payment

- 7.1. When buying Goods, we require the full price of your order before we will send any part of it.
- 7.2. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Pounds Sterling will be borne by you.
- 7.3. If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 7.4. The price of the Goods does not include the delivery charge, which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of our website before we ask you to pay. Unless otherwise specified, delivery within the UK is free.
- 7.5. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practical but in any event no later than 31 days from the date when we accept that repayment is due.

8. Security of your payment information

We take care to make our website safe for you to use.

Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

For an updated list of accepted payment methods please check our website, or contact us directly.

9. Cancellation and refunds

Please note that this paragraph does not apply to any Specified Goods you order through Our Website.

This paragraph and the next apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 9.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of our website or in hard copy.
- 9.2. The following rules apply to cancellation of your order:
 - 9.2.1 If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
 - 9.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.
- 9.3. We will return your money subject to the following conditions:
 - 9.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.

- 9.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 9.4. You are responsible for the cost of returning the Goods. We have no obligation to refund to you your cost of re-packing and returning the Goods.
- 9.5. In any of the above scenarios, we will return your money on receipt of the Goods.

10. Liability for subsequent defects

- 10.1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.
- 10.2. The procedure to return the faulty Goods is as follows:
 - 10.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.
 - 10.2.2 please follow the returns procedure that we will send to you as soon as you notify us that you wish to return them.
- 10.3. We will return your money subject to the following conditions:
 - 10.3.1 we receive the Goods with labels and packaging intact.
 - 10.3.2 you comply with our returns procedure.
 - 10.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.
- 10.4. If any defect is found, then we shall:
 - 10.4.1 repair or replace the Goods, or
 - 10.4.2 refund the full cost you have paid including the cost of returning the Goods.

11. Delivery

- 11.1. Goods are delivered within the timeframe specified at checkout from the day you place an order to purchase them.

- 11.2. Delivery of Goods will be made by the carrier to the address stipulated in your order.
- 11.3. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 11.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 11.5. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us, unless you have instructed us in the order process that you wish us to leave the Goods without an acceptance signature (for example: "leave the package in the shed").
- 11.6. We will send you a message by email to tell you when we have despatched your order.
- 11.7. Goods may need to be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver.
- 11.8. When your Goods arrive it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
- 11.9. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 11.10. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 11.11. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

12. Goods returned

These provisions apply to the return of faulty Goods if you buy from us other than as a Consumer.

- 12.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or unless we have agreed in correspondence that you may return them.

- 12.2. So far as possible, Goods should be returned:
 - 12.2.1 with both Goods and all packaging as far as possible in their original condition
 - 12.2.2 securely wrapped
 - 12.2.3 at your risk and cost
- 12.3. You must tell us by e-mail message that you would like to return the Goods, specifying exactly what Goods you wish to return and when they were purchased, and giving full details of the defect or other reason for return.
- 12.4. In returning faulty Goods please encloses with it a note clearly stating the fault and when it arose.
- 12.5. If we agree that the Goods are faulty, we will:
 - 12.5.1 refund the cost of return carriage
 - 12.5.2 repair or replace the Goods as we choose
- 12.6. If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

13. Security of our website

You now agree that you will not, and will not allow any other person to:

- 13.1. modify, copy, or cause damage or unintended effect to any portion of our website
- 13.2. link to our website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser
- 13.3. download any part of our website, without our express written consent
- 13.4. collect or use any product listings, descriptions, or prices
- 13.5. collect or use any information obtained from or about our website or the Content except as intended by this agreement

- 13.6. aggregate, copy or duplicate in any manner any of the Content or information available from our website, other than as permitted by this agreement or as is reasonably necessary for your use of our website
- 13.7. Despite the above terms, we now grant a licence to you to:
 - 13.7.1 create a hyperlink to our website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent
 - 13.7.2 you may copy the text of any page for your personal use in connection with the purpose of our website

14. Disclaimers

- 14.1. The law differs from one country to another. This paragraph applies to sales throughout the European Union.
- 14.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 14.3. We make no representation or warranty for:
 - 14.3.1 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose
 - 14.3.2 the adequacy or appropriateness of the Goods for your purpose
- 14.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 14.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
- 14.6. We shall not be liable to you for any loss or expense that is:

- 14.6.1 an indirect or consequential loss; or
- 14.6.2 an economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 14.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999, as well as to us.
- 14.8. If you become aware of any breach of any term of this agreement by any person, please tell us.

15. Your personal information

- 15.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself.
- 15.2. If you use the website, you are responsible for maintaining the confidentiality of your account name and password and for preventing any unauthorised person from using your computer.
- 15.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also sign in to your account and change your password.

16. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 16.1. your failure to comply with the law of any country
- 16.2. your breach of this agreement
- 16.3. any act, neglect or default by any agent, employee, licensee or customer of yours
- 16.4. a contractual claim arising from your use of the Goods
- 16.5. a breach of the intellectual property rights of any person

17. Intellectual Property

- 17.1. Copyright works owned by you or a third party are unaffected by this agreement.
- 17.2. The Intellectual Property in all work we do in the process leading to completion of the Specified Goods and in the completed Specified Goods belongs to us. We therefore reserve the right to use any images of the Specified Goods in any way and on any platforms of our choice, such as our website, or on social media platforms.
- 17.3. If you change or create derivative versions of the Specified Goods, the Intellectual Property in those changed or derived versions also belongs to us.
- 17.4. We now grant an exclusive license to you to use the Intellectual Property in the Specified Goods for a period of 99 years. You may not assign this licence except by way of sale or transfer of the Specified Goods.

18. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 18.1. If you are not happy with our services or have any complaint then you must tell us.
- 18.2. If a dispute is not settled, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation.
- 18.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

19. Miscellaneous matters

- 19.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

- 19.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 19.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 19.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 19.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery. If delivered by hand, it shall be deemed to have been delivered on the day of delivery. If sent by post to the correct address, it shall be deemed to have been delivered within 96 hours of posting.
- 19.8. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.9. We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 19.10. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 19.11. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

How to cancel

To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by post or e-mail.

You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.

[You can also make this form available electronically on your website. If you use this option, you should acknowledge cancellation by email without delay.]

Model cancellation form

[Attach this form to your contract or show it as a web form. Complete it as far as possible. Edit the last line as to whether it is to be completed as a web form or on paper.]

To *[here enter the trader's name, geographical address and, where available, fax number and e-mail address are to be inserted by the trader]:*

I/We hereby give notice that I/we cancel my/our contract of sale of the following products *[enter details of goods and any reference].*

Ordered on *[date]*/received on *[date]*,

Name: *[enter name or names in which the order was made]*,

Address: *[enter your address]*,

Signature: (only if this form is notified on paper)

Date: [\[date\]](#)