

ANN CROMBIE PHOTOS TERMS AND CONDITIONS

Please read all the Terms and Conditions.

1. As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want, and nothing that you are not happy with. Our Acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this (in writing) and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or the description of the product or because we are unable to meet a delivery deadline you have specified.

APPLICATION

2. These terms and conditions will apply to the purchase by you (the Customer) from Ann Crombie Photos. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. You can only purchase Goods from the ACP Website.
3. If you are eligible to enter into a contract, and are at least 18 years of age.

INTERPRETATION

4. The Customer means an individual acting for the purposes which are wholly or mainly outside his or her trade, business, craft or profession.
5. Contract means the legally-binding between you and us for the supply of the Goods.
6. Delivery Location means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order.
7. Goods means the goods advertised on the Website that we supply to you of the number and description as set out in the order
8. Order means the customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website.
9. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website.
10. Website means our website Ann Crombie Photos on which the Goods are advertised.

GOODS

11. The description of the Goods is as set out in the Website, catalogues, brochures, or any other form of advertisement. Any descriptions are for illustrative purposes only, and there may be small discrepancies in the size and colour of the Goods supplied.
12. In the case of any goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Goods that appear on the Website are subject to availability.
14. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

PERSONAL INFORMATION

14. We retain and use all information strictly under the Privacy Policy.
15. We may contact you by using email or other electronic communication methods or by pre-paid post and you expressly agree to this.

BASIS OF SALE

17. The description of the Goods on the Website does not constitute the contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
18. The order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
19. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of the Order Confirmation. You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
20. Any quotation is valid for a maximum of 30 days from its date, unless we expressly withdraw it.
21. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation has been agreed by the Customer and the Supplier in writing.
22. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Customer. If this is not the case, you notify us so that we can provide you with a different Contract with Terms which are more appropriate for you and which might in some respects be better for you i.e. by giving you rights as a business.

PRICE AND PAYMENT

23. The price of the Goods and any additional delivery or other charges is that as set out on the Website at the date of the Order or such that we may agree to in writing.
24. Prices and charges applicable at the time of the order.
25. You must pay by submitting your credit or debit card details with your Order and we take payment immediately or otherwise before the delivery of the goods.

DELIVERY

26. We will deliver the Goods to the Delivery Location by the time or within the agreed period, or failing any agreement, without undue delay in any event, not more than 30 days after the day on which the Contract is entered into.
27. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
a. we have refused to deliver the Goods, or if delivery is essential on time taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
b. After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
28. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
29. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or reject Goods that have been delivered, and if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.
30. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for all of them.
31. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland and the Isle of Man and Channel Islands, however, if we accept an Order for delivery outside that area you may need to pay import duties or other taxes.
32. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to provisions and provided you are not liable for extra charges.
33. If you or your nominee fail through no fault of ours to take the delivery of the Goods at the Delivery location we may charge for costs incurred of storing and redelivery.
34. The Goods will become your responsibility from completion of delivery or Customer collection. You must, if reasonable, examine the Goods before accepting them.
35. If our supply of the products are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

RISK AND TITLE

36. Risk of damage to, or loss of any Goods will pass to you when the Goods are delivered to you.
37. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them in good condition and at your expense. Any delivery, and any right to use the Goods still owned by you, in which case. Should you wish to cancel your Order claim the Goods are damages or for any other reason we reserve the right to charge an administration cost to receive the Goods and check the condition. The returned Goods should remain in their original condition/ packaging and returned by the Royal Mail delivery service, and fully at your expense.

WITHDRAWALS AND CANCELLATIONS

38. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind, and without giving us a reason, and without incurring any liability.
39. You can cancel the Contract except for any Goods that are made to your special requirements (The Returns Right) by telling us no later than 7 days from the day the Contract was entered into, if you simply wish to change your mind and without giving us a reason and without liability, except in that case, you must return to our business premise the Goods in undamaged condition at your own expense. Then we must without delay, refund to you the price of those Goods which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective goods. This Returns Right is different and separate from the Cancellation Rights below.
40. This is a Distance Contract (as defined below) which has the cancellation rights (CANCELLATION RIGHTS) set out below. These Cancellation Rights, however, do not apply to a Contract for the following Goods (with no others) in the following circumstances:
a. Goods that are made to your specification. Or are clearly personalised;
b. Goods which are liable to deteriorate or expire rapidly.
41. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:
a. in the case of any sales Contract, if the Goods become mixed inseparably (according to their nature) with other items after delivery.

RIGHT TO CANCEL

42. Subject as stated in these Terms and Conditions, you can cancel this Contract within 14 days without giving any reason.
43. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a Contract for the supply of Goods over time (ie subscriptions), the right to cancel will be 14 days after the first delivery.
44. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg. a letter sent by email or post). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
45. You can also fill in the form electronically and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our Website Ann Crombie Photos. If you use this option we will communicate to you an acknowledgement of receipt of cancellation in a Durable Medium (eg. by email) as soon as practically possible or within 3 working days.
46. To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION WHEN CANCELLATION PERIOD HAS EXPIRED

47. Except as set out below, if you cancel this Contract, we will reimburse to you all Goods payments received from you (except the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery to us that is available).

DEDUCTION OF GOODS SUPPLIED

48. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie. handling the Goods beyond what is necessary to establish the natural characteristics and functioning of the Goods eg it goes beyond the sort of handling that is normally allowed in a shop). This is because you are liable for that loss, and if that deduction is not made, you must pay us the amount of this loss.

TIMING OF REIMBURSEMENT

49. If we have not offered to collect the Goods we will make the reimbursement without undue delay and not later than:

- 14 days after the day we received back from you any Goods supplied or
- (if earlier) 14 days after you have provided evidence that you have sent back the Goods.

50. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

51. We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressed otherwise; in any event you will not incur any fees as a result of the reimbursement.

RETURNING GOODS

52. If you have received Goods in connection with the Contract which you have cancelled, you must send the Goods back to us, or hand them back to us without delay, and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired.

You agree that you will have to bear the cost of returning the Goods.

53. For the purposes of these Cancellation Rights, these words have the following meanings:

a. Distance Contract means a Contract conducted between a trader and a consumer under an organised distance sales or services - provision scheme without the simultaneous physical presence of the trader and the consumer or with the exclusive use of one or more means of distance more than one means of distance communication, up to and including the time the consumer with the exclusive use of one or more distance communication up to and including the time at which the contract is concluded;

b. Sales Contract means a contract under which a trader transfers or agrees to transfer the ownership of Goods to a consumer and the consumer pays or agrees to pay the price including any contract that has both goods and services as its object.

CONFORMITY

54. We have a legal duty to supply the Goods in Conformity with the Contract, and will not have conformed if it does not meet the following obligation.

55. Upon delivery the Goods will:

- be of satisfactory quality;
- be reasonably fit for any particular purpose for which you buy the Goods for which, before the Contract is made, you made known to us (unless you do not actually rely, or it is (unreasonable for you to rely, on our skill and judgment) and be fit for any purpose set out and held by us in the Contract; and
- conform to their description.

56. It is not a failure to conform if the failure has its origin in your materials.

SUCCESSORS AND OUR SUB-CONTRACTORS

57. Either party can transfer the benefit of the Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to perform its duties.

CIRCUMSTANCES BEYOND THE CONTROL OF ALL PARTIES

58. In the event of any failure by a party because of something beyond its reasonable control:

- the party will advise the other party as soon as reasonably practical and
- the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel below.

PRIVACY

59. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

60. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy

61. For the purposes of these Terms and Conditions:

- 'Data Protection Laws' mean any applicable law relating to the processing of Personal data, including but not limited to the Directive 95/46/EC(Data Protection Directive) or the GDPR.
- 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
- 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

62. We are a Data Controller of the Personal Data we Process in providing Goods to you.

63. Where you supply Personal Data to us so we can provide Goods to you, and we process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- before or at the time of collecting the Personal Data, we will identify the purposes for which information is being collected,
- we will Process Personal Data for the purposes identified;
- we will respect your rights in relation to your Personal Data, and
- we will implement technical and organisational measures to ensure your Personal Data is secure.

64. For any enquiries or complaints regarding data privacy, you can contact at the following email address acphotography418@gmail.com

EXCLUDING LIABILITY

The Supplier does not exclude liability for (i) any fraudulent act or omission, or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (ie. loss of profit) to the Consumer's business, trade, craft or profession which could not be suffered by a Consumer because – because the Supplier believes the Consumer is not buying the Goods wholly or mainly for his business, trade, craft or profession.

LAW JURISDICTION OR COMPLAINTS

The Contract (including any non- contractual matters) is governed by the law of England and Wales.

(Disputes can be submitted to the) jurisdiction of the courts of England and Wales, or where the Customer lives in Scotland or Northern Ireland in the courts of respectively Scotland or Northern Ireland.

If a court finds any part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful the remaining photographs will remain in force and effect.

