

Thomas Owen T/A Photografic
Custom Order and Website Terms and conditions of sale.

1.0 Orders

(a) Placed By Post For Photo Services.

This service via the Photografic website has been discontinued.

(b) Orders Placed For Graphic, Web, consultancy, and Media Services.

The placing of an order by the customer shall be by return of the Photografic order form, with a name and signature of the customer in the approval box. Payment will be required following receipt by the customer of the Photografic invoice. A percentage of the payment may be requested in advance as a deposit before the work commences. All work carried out at the client's request, whether experimentally or otherwise, shall be charged. All disbursements, expenses, and additional sums or charges incurred, will be charged to the customer. The hourly rate where applied, and scope of service will be detailed in the order signed by the customer. Works may also be commissioned by E Mail.

(c) Orders Placed for Art Prints

The placing of an order by the customer shall be by return of the Photografic order form with a name, address, signature of the customer in the approval box, and full payment by cheque. Payment may also be made where the facility exists online via the PAYPAL online payment facility.

(d) Right to cancel.

Where the order has been placed via our website, or by post, the customer will have 7 days following placement of the order to change their mind. Under these circumstances all goods received must be returned to Photografic in the condition they were received, after which a full refund will be made.

2.0 Payment and delivery

(a) Payment of all outstanding sums is due 28 days from the date shown on the invoice, unless otherwise agreed in writing.

(b) If work is suspended at the request of the customer, or delayed through any default of the customer, for a period of 30 days or more, Photografic shall then be entitled to full payment for work already carried out, material already ordered and any other additional costs or expenses. In this situation design and artwork production time will be calculated on an hourly rate of £30;00 per hour.

(c) Unless dated otherwise, the price in the estimate is for delivery to the client's address as set out in the estimate. A charge may be made for delivery to a different address.

(d) Date and method to supply photographs, services and/or products must be determined upon booking.

(e) All payments must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25;

(f) Credit Card Payments. Electronic payment is accepted via Paypal where available

(g) Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to charge interest calculated on the base rate of Bank of England + 8% until the payment has cleared.

3.0 Proofs

(a) Proofs of all work may be submitted for the client's approval and Photografic shall incur no liability for any errors or omissions not corrected by the client in the proofs submitted. Client's alterations after approval, or any extra or additional work or proofs necessary shall be charged.

(b) Prior to commencement of any initial output of artwork, the client will be required to sign off the artwork, indemnifying Photografic against any errors or omissions not corrected by the client.

(c) All colour reproductions are only approximate and as accurate as the technology of photography and production will allow.

4.0 Copyright

(a) Photographs and editorial copy may not be reproduced, copied, projected, electronically scanned or used in any other way without express permission from Thomas Owen and prior agreement on terms of use, rights granted and reproduction fees. Upon receipt of payment of all charges and fees, Thomas Owen grants the client a non-assignable, non-exclusive license to use the work for the purpose specified in the order.

(b) If the client shall require the use of the work created by Thomas Owen in a field beyond the purpose specified in the order, the client may only do so with the written consent and upon the terms required by Thomas Owen.

(c) Where the work is described in the estimate as Corporate Identity or 'Product Branding', Thomas Owen grants the client a license to use the work for all purposes.

(d) Thomas Owen shall at all times be entitled to use, for purposes of promotion, any of the commissioned work, or any description or illustration of the commissioned work. Thomas Owen retains copyright on all pictures at all times.

5.0 Design Credits

Thomas Owen asserts his right to be Identified as the author of any design work that has been created as a result of a commission, (under s78 of the Copyright Designs and Patents Act 1988). Any publication of that work shall bear a clear and distinctive credit to Thomas Owen.

6.0 Legal Requirements

(a) It is the customers responsibility to ensure that the work commissioned and any or all associated material supplied, or any requested material used in the service, complies with all UK and other laws for the country in which it is intended.

(b) Concept or other images and data supplied by Thomas Owen do not imply any degree of feasibility or ability to meet legislative requirements, or other requirements of any kind.

(c) Thomas Owen shall be indemnified by the customer in respect of any claims, costs and expenses (howsoever, what ever, and when so ever arising) the result out of any defamation action, any infringement of copyright, patent, legislation, or design or any other claim or liability.

7.0 Customer Property

Customer property and all property supplied to Thomas Owen by or on behalf of the customer will be held, worked on and carried at the customers risk.

8.0 Confidentiality

Thomas Owen understands the confidential nature of a commission and undertakes not to disclose any confidential information obtained from the client including business methods, affairs of the client, information, figures and any data supplied. Similarly, the client should not disclose any information regarding Thomas Owen's business methods and affairs without Thomas Owen's prior written approval.

9.0 General

(a) These conditions & all other express terms of the contract shall be governed & construed in accordance with the Laws of England.

(b) Thomas Owen's liability in respect of contract, tort or otherwise shall be limited to the value of the contract and Thomas Owen shall not be liable in any way for consequential or other losses.

(c) This document constitutes the entire agreement between the parties.

(d) The Rights of Third Parties Act is expressly excluded from this agreement.

(e) The headings contained in this document are for reference purposes only.

(f) Should any clause within this agreement be found to be unenforceable then the remainder of the agreement shall stand.

10.0 Unforeseeable Events / Force majeure

Neither party is liable for any breach of this agreement which is caused by something beyond their reasonable control including, that arising directly or indirectly from the failure or faulty working of any machine, data processing system or transmission link, Acts of God, fire, lightening, extremely severe weather, flood, a national or local emergency, explosion, war, military operations, civil disorder, vandalism, industrial disputes, or acts of local or central government or other competent authorities. Thomas Owen shall be entitled to terminate the contract with the clients by notice in writing, but shall be entitled to full payment for any services rendered or goods supplied up to the date of such notice.

11.0 Website

1. Introduction

1.1 Please read these terms and conditions carefully before using the Website operated by Thomas Owen t/a Fotografic ("I", "We" or "Us"). By accessing or using fotografic.co.uk (our website), you agree to be legally bound by these terms and conditions as they may be modified and posted on our Website from time to time.

1.2 Without prejudice to the above, by using or accessing our Website, You agree to be legally bound by these terms and conditions of use as they apply to your use of or access to our Website.

1.3 If You do not wish to be bound by these terms and conditions then You may not use our Website.

1.4 You may print and keep a copy of these terms.

1.5 Third party sites. Thomas Owen has not reviewed all of the sites linked to the Site and has no control over and is not responsible for the content or privacy policies of any off-site pages or other sites linked to the Site. Any websites linked to or from the Site are for your convenience only, and you access them at your own risk. Any information that you may provide to such third party sites are at your own risk.

2. Nature of our Website

2.1 Our Website is a place for You to access information about our products, goods and services ("the Products") and/or to purchase the Products. Our Website describes the Products in more detail.

2.2 Please note that the contents of our Website are aimed at users aged 18 and above, and You must be over 18 years to purchase the Products.

2.3 Some images on our website are with the kind permission of their owners.

3. Procedure on Purchasing Products

3.1 To purchase a Product You will need to follow the procedures set out on our Website.

3.2 Purchasing the Products is done using the procedures set out on our Website Details of our prices for the Products, and the procedures for payment and delivery are displayed on our Web site. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We try to ensure that our prices displayed on our Web site are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see clause 3.3 below). We will inform you if a Product's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the product at the correct price.

3.3 We are entitled to refuse any order placed by you. If your order is accepted, we will confirm acceptance to you by online electronic means ('Confirmation') to the email address you have given us on ordering. The order will then be fulfilled by the date set out in the Confirmation or, if the Confirmation does not contain such a date, within 30 days.

3.4 If the Product you ordered is unavailable, we may provide to you a substitute of an equivalent quality and price ('Substitute Product').

3.5 You undertake that all details You provide to Us for the purpose of purchasing the Products which may be offered by Us on our Website will be correct and, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any Products. We reserve the right to obtain validation of your credit or debit card details before providing you with any Products.

3.6 If you are not satisfied with any limited edition prints or photographic prints supplied by Fotografic, you may receive a full refund if the goods are returned undamaged to us in their original packaging and by registered post.

4. Modifications to Website

We reserve the right to alter, suspend or discontinue any aspect of our Website or the content or services available through it, including your access to it. Unless explicitly stated any new features including new content, new Products and/or the sale of new Products and/or the release of new software tools or resources shall be subject to these terms and conditions.

5. Information You provide

5.1 The following applies to any information You provide to Us, for example during any registration or ordering process:

_ You authorise Us to use, store or otherwise process any personal information which relates to and identifies You, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our Website by Us or our sub-contractors. If You obtain or choose to buy Products through our Website then We may collect information about your buying behaviour and if You send Us personal correspondence such as e-mails or letters then We may collect this information into a file specific to You (together, the various purposes set out in this paragraph and in our privacy policy shall be known as 'the Purposes'). All such information collected by Us shall be referred to in these terms and conditions as 'Personal Information'.

_ You must ensure that the Personal Information You provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how We deal with your Personal Information, please read our privacy policy.

5.2 By accepting these terms and conditions, You agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification to You by means of a notice on our Website, which You should check regularly. If You would like to review or modify any part of your Personal Information then You should email Us at contact@fotografic.co.uk.

5.3 In addition, the following also applies to all messages, e-mails, bulletin boards postings, ideas, suggestions, concepts or other material submitted by You to Us ('Content'):

_ You must own or have the right to submit Content for publication on our Website;

_ You must ensure that all Content submitted to Us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful; and

_ We have the right to monitor Content and may edit, reject or remove Content if We believe it does not comply with the above and, in particular, We reserve the right to block incoming e-mails and other Content if We believe that their content is or may be inappropriate or otherwise does not comply with the above.

5.4 You grant Us a non-exclusive, irrevocable, royalty free, worldwide licence to publish all Content that You submit to Us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which You submit to Us and You shall indemnify and shall keep Us fully and effectively indemnified on demand from and against all losses and liabilities (including legal costs and expenses) suffered or incurred by Us and arising directly or indirectly out of the publication of Content submitted by You to Us.

5.5 We reserve the right to bar users from our Website on a permanent or temporary basis at our discretion. Any such user shall be notified and must not then attempt to use our Website under any other name or through any other user.

5.6 All copies of or original data, images, files, stored on our computers will be kept for any time that is felt to be reasonable by us and may be deleted from our computers or other storage medium at any time. We will not keep copies of reworked, or original files as supplied to us from a customer indefinitely and may be removed from our systems without notice.

6. Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and password that may be given to You or selected by You for use on our Website. You may not share these with or transfer them to any third parties. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding our Website that comes to your attention.

7. Applicability of Online Materials

7.1 Unless otherwise specified the materials published on our Website are presented solely for your private, personal and non-commercial use.

7.2 Our Website is controlled and operated by Us from our office at 47 Broad Lane, Broad Lane, Coventry, CV5 7AA, UK. Where content published on the Website is supplied by third parties, You understand that We do not control or endorse their content in any way. All content which is offered by third

parties that are not affiliated with or otherwise connected with Us, is published in good faith but We do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or off-line) and the use of such content, except for content which relates directly to Products You purchase. You assume total responsibility and risk for your use of our Website and use of all information contained within it.

7.3 We have used our best Endeavour's to ensure that our Website complies with UK law. However, We make no representations that the materials on our Website are appropriate or available for use in locations outside the United Kingdom.

7.4 We make no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to You (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to You. You accept that if You are resident outside the UK, You must satisfy yourself that You are lawfully able to purchase the Products. We accept no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

8. Copyright and Monitoring

8.1 The text, images, data, audio and video clips, and other content on the Site ("materials") are protected by international copyright and may be covered by other restrictions as well. Thomas Owen or other third party, owns and expressly reserves all rights, including copyright, in whole and in part, throughout the world, in the materials on the Site. The Site, and the materials contained therein, may be used only as set forth in these Terms and Conditions or by obtaining explicit written permission from Thomas Owen and/or the relevant copyright. Any unauthorized use or modification of the materials on the Site may violate copyright laws, trademark laws, the laws of privacy and publicity, contract, and communications regulations and statutes and any other applicable laws. Thomas Owen expressly reserves all rights and remedies available under said law, regulations and statutes.

8.2 You may not distribute, modify, transmit, re-use, download, repost, copy, or use the contents of the Site for public or commercial purposes, or for personal gain, without the express prior written permission of Thomas Owen.

8.3 Limited liability. Thomas Owen assumes no liability for any errors or omissions in the content of the Site. Thomas Owen is engaged in an on-going process of updating and revising the materials on this Site. Thomas Owen further reserves the right to withdraw any image, text, or data from the Site at his sole discretion at any time.

8.4 You may download material from our Website for the sole purpose of placing an order with Us or using our Website as a shopping resource, provided that this is your own personal use. However, You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

9. Linked Sites

We make no representations whatsoever about any other Websites which You may access through our Website or which may link to our Website. When You access any other Website You understand that it is independent from our Website and that We have no control over the content or availability of that Website. In addition, a link to any other site does not mean that We endorse or accept any responsibility for the content, or the use of, such a Website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its Website administrator or web master.

10. Liability

10.1 To the extent permitted by law, We exclude all express or implied terms with regard to the Products, our Website or any information or service provided through our Website. We will do our best to ensure that all materials and information published on our Website are accurate, but please note that all materials and information on our Website are provided on an 'as is' basis.

10.2 In relation to the Products, our Website or any information or service provided by us or through our Website We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirectly), whether due to inaccuracy, error, omission or any other cause and whether on the part of Us or our servants, agents or any other person.

10.3 If We are liable to You for any reason, our liability will be limited to the sum of £1.00. This limit does not apply to any liability We may have for death or personal injury resulting from our negligence.

10.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Website and is compatible with our Website. You also understand that We cannot and do not guarantee or warrant that any material available for downloading from our Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

11. General

11.1 We may assign, novate or subcontract any or all of our rights and obligations under these terms and conditions at any time.

11.2 We may alter these terms and conditions from time to time and post the new version on our Website, following which all use of our Website will be governed by that version. You must check the terms and conditions on the Website regularly.

11.3 These terms and conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between You and Us. You acknowledge that You have not entered into this agreement in reliance upon any warranty or representation made by Us or any other person and You waive any rights to damages/rescission You may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms and conditions, privacy policy, order form and payment method instructions.

11.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

11.5 These terms and conditions and your use of our Website are governed by English law and You submit to the non-exclusive jurisdiction of the English court.

12. Notices

12.1 All notices shall be given:

_ to Us via email at contact@photografic.co.uk or by post at 47 Broad Lane, Broad Lane, Coventry, CV5 7AA. UK

_ to You at either the e-mail or postal address You provide during any ordering process.

Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

13. Replacement

These terms and conditions replace all other terms and conditions previously applicable to the use of our Website and/or sale of the Products.

15. Further information on these conditions or any queries on them can be obtained from Fotografic, 47 Broad Lane, Broad Lane, Coventry, CV5 7AA. UK

12.0 Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.