



TERMS AND CONDITIONS

SALE OF GOODS

These are the terms and conditions on which we supply Goods to you. They are the contract between (1) you; and (2) **Julia Morrison Photography** ("I", "us", "we", etc). By using Our Website and/or purchasing our Goods, you agree to be bound by them.

Please read these terms carefully before your order is processed. These terms tell you who we are, how we will provide Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

They are based on a set written by [Net Lawman](#) and released under licence. They protect your rights as well as ours.

We are: **Julia Morrison Photography** run by Julia Morrison (sole trader). Our address is 6 Mower Close, Wokingham, Berks RG40 1RZ. Our email address is juliamorrisonphotography@gmail.com and our contact number is 07808 584726.

You are: Anyone who uses Our Website and/or purchases our Goods.

The terms and conditions:

1. Definitions

In this agreement:

- | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Carrier" | means any person or business contracted by us to carry Goods from us to you. |
| "Content" | means any content in any form published on Our Website by us or any third party with our consent. |
| "Goods" | means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. |
| "Our Website" | means any website of ours, and includes all web pages controlled by us. |
| "Post" | means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly. |

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation;
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you;
- 2.3. any agreement by any 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;
- 2.4. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party;
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation;
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party;
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website; and
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

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/or 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. Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 3.5. 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.
- 3.6. The images of Goods and/or visualisations of Goods on Our Website and/or in our emails to you are for illustrative purposes only. Your Goods may vary slightly from those images.

Although we have made every effort to display the colours accurately, we cannot guarantee that a particular device's display of the colours accurately reflects the colour of the Goods. Nor can we guarantee how the Goods will look in your home and their sizing in proportion to your wall size/furniture. You will need to check the measurements we have given against your own requirements.
- 3.7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

4. Acceptance of your order

- 4.1. Your order is an offer to buy from us. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order. We will also send you an invoice confirming payment and delivery details.
- 4.2. Any quotation given by us shall not constitute an acceptance of any order and is only valid for a period of 30 business days from its date of issue. We may extend this period at our discretion.
- 4.3. If we do not have any/all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
 - 4.3.1 accept the alternatives we offer;
 - 4.3.2 cancel all or part of your order.

5. Price and payment

- 5.1. The price is as set out in your invoice.
- 5.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
- 5.3. We are not currently required to be registered for UK value added tax (“VAT”). At such time as we are required to register, all prices shall include VAT. If you show by your delivery address that you reside outside the United Kingdom, VAT will be deducted at the payment point.
- 5.4. 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.
- 5.5. If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.6. 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 and/or will be set out in your invoice.
- 5.7. Payment in full by you for the Goods (including the price and delivery charge) is due within 7 days of receipt of your invoice. Once we receive payment, we will then order your Goods from our suppliers.
- 5.8. Where you do not make any payment in full to us under the contract by its due date, we may, in addition to any other rights which we have under the contract and in law, withhold further deliveries or supplies or suspend performance of the contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.
- 5.9. If we owe you money (for this or any other reason), we will contact you to arrange credit to your bank account as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

6. Changes to your order

If you wish to make a change to the Goods you have ordered please contact us as soon as possible by email and phone. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Goods, the timing of their supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract (subject to the exceptions set out in paragraph 6.5).

- 7.1. 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, our emails to you or in hard copy.
- 7.2. The following rules apply to cancellation of your order:
 - 7.2.1 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.
 - 7.2.2 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.
 - 7.2.3 We will return your money subject to the following conditions:
 - 7.2.3.1 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.
 - 7.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 7.3. 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.
- 7.4. In any of the above scenarios, we will return your money within 14 days.
- 7.5. This paragraph does not apply to Goods that are bespoke and made-to-measure to your specifications. As such, they fall into the category of tailor-made goods under the Regulations and you will not therefore be able to cancel your order once placed. This will not affect your legal rights as a consumer in relation to bespoke and made-to-measure products that are faulty or not as described.

8. Liability for subsequent defects

- 8.1. 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.
- 8.2. The procedure to return the faulty Goods is as follows:
 - 8.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.
 - 8.2.2 before you return the Goods to us, please carefully re-read the instructions and check that you have assembled it correctly, used any hanging guides correctly and used the correct fixings for your walls.
 - 8.2.3 please follow the returns procedure which we will send to you as soon as you notify us that you wish to return them.
- 8.3. We will return your money subject to the following conditions:
 - 8.3.1 we receive the Goods with labels and packaging intact.
 - 8.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.
 - 8.3.3 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.
- 8.4. If any defect is found, then we shall:
 - 8.4.1 repair or replace the Goods, or
 - 8.4.2 refund the full cost you have paid including the cost of returning the Goods.

9. Delivery and pick up

- 9.1. Goods are delivered within 30 days from receipt by us of full payment for the Goods (including the delivery charge).
- 9.2. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.
- 9.3. If we are not able to deliver your Goods within 30 days from the date we receive full payment, we shall notify you by e-mail to arrange another date for delivery.

- 9.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 9.5. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 9.6. All Goods must 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. 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.
- 9.7. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 9.8. If Goods are sent by post, we will send you a message by email to tell you when we have despatched your order.
- 9.9. 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.
- 9.10. Some Goods will be delivered direct from the manufacturer who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy.
- 9.11. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.
- 9.12. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.
- 9.13. We are happy for you to pick up Goods from our premises provided you make an appointment in advance and payment has been received into our bank. A cheque on arrival is not acceptable.
- 9.14. If you pick up Goods from our premises then:
 - 9.14.1 we will not be able to assist you in loading heavy items;
 - 9.14.2 Goods are at your risk from the moment they are picked up by you or your Carrier from our premises;
 - 9.14.3 you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

10. Foreign taxes and duties

- 10.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 10.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

11. Goods returned

These provisions apply if you buy from us **other than** being a Consumer. The following rules apply to return the faulty Goods:

- 11.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 11.2. Before you return the Goods to us, please carefully re-read the instructions and check that you have assembled it correctly, used any hanging guides correctly and used the correct fixings for your walls.
- 11.3. The Goods must be returned to us as soon as any defect is discovered but not later than 30 days.
- 11.4. So far as possible, Goods should be returned:
 - 11.4.1 with both Goods and all packaging as far as possible in their original condition;
 - 11.4.2 securely wrapped;
 - 11.4.3 including our delivery slip;
 - 11.4.4 at your risk and cost.
- 11.5. You must tell us by email message to juliamorrisonphotography@gmail.com that you would like to return Goods, specifying exactly what Goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send Goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 11.6. In returning faulty Goods please encloses with it a note clearly stating the fault and when it arises or arose.
- 11.7. If we agree that the Goods are faulty, we will:
 - 11.7.1 refund the cost of return carriage;
 - 11.7.2 repair or replace the Goods as we choose.

- 11.8. 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.

12. Disclaimers

- 12.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 12.2. 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.
- 12.3. We make no representation or warranty for:
 - 12.3.1 the quality of the Goods;
 - 12.3.2 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 - 12.3.3 the correspondence of the Goods with any description;
 - 12.3.4 the adequacy or appropriateness of the Goods for your purpose.
- 12.4. 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.
- 12.5. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 12.6. We make no representation or warranty and accept no responsibility in law for:
 - 12.6.1 accuracy of any Content or the impression or effect it gives;
 - 12.6.2 delivery of Content, material or any message;
 - 12.6.3 privacy of any transmission;
 - 12.6.4 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
 - 12.6.5 any aspect or characteristic of any goods or services advertised on Our Website;

- 12.7. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 12.8. 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.
- 12.9. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us. Any of them may enforce this provision under the Contracts (Rights of Third Parties) Act 1999.
- 12.10. If you become aware of any breach of any term of this agreement by any person, please tell us by emailing juliamorrisonphotography@gmail.com.
- 12.11. Nothing in this agreement excludes liability for a party's fraud.

13. Your account with us

- 13.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 13.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
- 13.3. 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 log in to your account and change your password.

14. Indemnity

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

- 14.1. your failure to comply with the law of any country;
- 14.2. your breach of this agreement;
- 14.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 14.4. a contractual claim arising from your use of the Goods;

14.5. a breach of the intellectual property rights of any person.

15. Intellectual Property

- 15.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 15.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 15.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 15.4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

16. 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:

- 16.1. If you are not happy with our services or have any complaint then you must tell us by email message to juliamorrisonphotography@gmail.com.
- 16.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 16.3. 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/>.

17. Miscellaneous matters

- 17.1. 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.

- 17.2. 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 for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 17.3. 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.
- 17.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 17.5. 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.
- 17.6. 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.
- It shall be deemed to have been delivered:
- 17.6.1 if delivered by hand: on the day of delivery;
- 17.6.2 if sent by post to the correct address: within 72 hours of posting;
- 17.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control.
- 17.9. 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.
- 17.10. 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 we have delivered the Goods 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.

Model cancellation form

To: Julia Morrison Photography, 6 Mower Close, Wokingham, Berks RG40 1RZ
juliamorrisonphotography@gmail.com.

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]