

# TERMS AND CONDITIONS

## Introduction

Before submitting your order please read carefully the terms and conditions ("Terms") that follow, as these govern the supply of the products and services you purchase through this website. By placing an order through Colorgrafix, you express your understanding and agreement that you are bound by these Terms. If you are unwilling to be bound by these Terms, you may not use the Colorgrafix Online Service or In store services. These Terms apply only to orders you place using Colorgrafix. If you elect to purchase from other online retailers, using links provided on Colorgrafix product pages, orders placed with those vendors may be subject to different terms.

## Information about us

www.colorgrafix.co.uk is a site operated by Colorgrafix; we are a Ltd Company registered in England and Wales under registration number **04520147**. Our registered office is **114 Eastgate, Louth, Lincs LN11 9AA**. Our VAT number is **613661848**.

## Reliance On Information Posted & Disclaimer

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

## Order Validation and Acceptance

We will be pleased to receive your order for our products and services to be provided in accordance with these terms, at the price and to the specifications described on our website. When you place an order through Colorgrafix, we will verify your method of payment before processing your order. No binding contract is created until your order has been accepted. An email will be sent to you to confirm acceptance of your order. Until then we reserve the right to decline your order.

You may, for any reason, cancel the contract for the purchase of products and services (other than contracts for or resulting in products which have been personalised for you, in which case you will not have this right of cancellation) ordered at any time before the expiry of a period of 7 working days beginning with the day after the day on which you receive the products and services. To do so you must notify us in writing (which includes notifying us by letter or e-mail, but not by telephone call only) within those 7 working days, that you wish to cancel the contract. You will then be entitled to a refund of the full price paid for the products, including any delivery charge. If you exercise your right to cancel then you will be responsible for returning the products to us at your cost unless the products are faulty, in which case we will arrange for the products to be returned at our cost. If you are responsible for returning the products at your cost and you do not do so, or you request us to collect the products, then we will make a reasonable charge to cover the direct cost of collecting the products.

## Electronic Communication

When you place an order through Colorgrafix, you are required to provide a valid e-mail address, which we may use to communicate with you regarding the status of your order and to provide you with any other notices, disclosures or other communications relating to your order. You agree that we will not be responsible for any damage you incur, or information you do not receive, as a result of your or a third party provider's failure to provide a valid and functioning e-mail address.

## Applicable Territory

The Colorgrafix Online Service is confined to the United Kingdom.

## Limitation of Service, Copyright

We are assuming that you continue to keep your own records even after the work has been delivered to you. We will not make any backup copy of any image data that you have sent. The image data you have sent to us will be deleted no later than 45 days after your order has been completely processed.

You are responsible for the content of the image data sent. It is assumed that you possess the copyright for all work sent to us. As the customer, you are responsible for the consequences of any breach of copyright.

You will retain all rights to all data and documents which you have made available to us. However, we will have the right to use and modify the data and documents made available to us in connection with carrying out your order.

## Illegal image material

The uploading and dissemination of illegal image material (e.g. child pornography or similar) to Colorgrafix Online Service is expressly forbidden. We (our suppliers and subcontractors) will check the content of the image material provided to us in this respect and take all suitable and legally required measures to report any such abuse to the responsible authorities.

## Availability

Receipt of your order does not guarantee that we can supply the selected products and services to you. Our web site is regularly updated, to ensure that we provide accurate details on product and service availability. The time period of any special offer is also regularly updated. We endeavour to ensure availability on all our advertised items is constant, however we cannot guarantee availability.

In the unlikely event that your chosen item is unavailable we will contact you by e-mail as soon as possible to advise of expected delivery dates.

### **Pricing and Product Information**

Please note that all prices displayed on our site are inclusive of Value Added Tax at the current rate and exclusive of delivery costs and bank charges (unless otherwise stated). All our prices are given in Pounds Sterling. The price stated in the email confirming acceptance of your order is the definitive price, taking into account all relevant taxes, including VAT. This price includes the price of the product or service, handling charges, packaging and transportation costs (where applicable), but excludes any bank charges or commission on credit card payments.

We make every effort to provide accurate and up-to-date information relating to our products, services, and prices. However, we do not guarantee that such information is accurate and up-to-date.

Information relating to our products and services is subject to change without notice. Prices are subject to change at any time prior to our acceptance of your order. In the event we discover a material error in the description or availability of a product or service that affects your outstanding order, or an error in pricing, we shall notify you of the corrected version, and ask you whether you still wish to proceed. If you choose to cancel the order, and your credit card/bank account has already been charged for a purchase, we will issue a credit to your credit card and or bank account in the amount of the charge.

The aspect ratio of your order items will often be different to the aspect ratio of your digital image data and thus prints and photo products may not display the whole digital image.

### **Payment**

Billing notice: Your payment will be handled by PayPal for online transactions.

**Note:** If we or our third party contractor suspect a fraud, we reserve the right to cancel a transaction for security purposes.

### **Order Fulfilment and Delivery**

Orders for standard prints will typically be printed and be held pending collection at Colorgrafix (Kodak Express).

We will use all reasonable endeavours to ensure your order is fulfilled promptly but we cannot guarantee that there will be no delays in delivery, and accept no liability or responsibility for delay where it is outside of our reasonable control. Any dates specified for delivery of any products are intended to be an estimate only.

Unclaimed completed orders will be retained for 45 days. Thereafter the order may be destroyed and you will not be entitled to any recompense.

### **Sales Tax**

We collect and remit sales taxes as required by law on purchases made via the website. We do not offer tax refunds in any circumstances. Ordinarily, we will not supply a VAT invoice. If you require such an invoice, we will be pleased to supply one by post. Please use t.brown@colorgrafix.co.uk to request the invoice.

### **Product Warrantie**

We will replace other products in the case of manufacturing defects as necessary. Simply return them to our store and we will arrange for replacement. These warranties are in addition to, and do not affect, your statutory rights as a consumer.

### **Security & Privacy Policy**

The data protection laws are designed to protect individuals about whom information is entered and stored on computer and other systems. Accordingly, there are strict standards of accuracy, relevance and care of such data including how it may be divulged. Any personal data which you provide to us will be subject to these laws. You are responsible for its accuracy and must have the authority to disclose it and for us (or our approved contractors) to utilise it for the purposes of any transaction concluded for or by you or for our other internal business uses. **You can view our privacy policy by clicking on the link at the bottom of the home page.**

While reasonable care is taken to protect the confidentiality of the details of your order and payment we cannot be liable if, through no fault of ours, these details are intercepted by and used by unauthorised third parties.

It is your responsibility to keep safe all user names and passwords which you use to access the service. Do not share them with anyone.

### **Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **Disclaimer**

It is impossible for the Company to assess the value of images supplied by the customer and the charges made for our services do not reflect or incorporate unlimited liability. Customers should insure work of special value and advise us accordingly. All orders for printing are accepted on the basis that their value does not exceed the cost of the printed material. In the unlikely event of loss or damage, whether caused by negligence or otherwise, liability is limited to the cost of an equivalent amount of print products and refund of any service charges paid.

In connection with the products and services supplied to you we guarantee that (i) we have the right to sell the products and services to you; and (ii) at the time of delivery the products will be free from defects in material and workmanship for such warranty periods as we designate from time to time. We do not give any other warranty or guarantee as to quality or fitness for purpose or otherwise of the products and services but nothing in these terms affects your statutory rights as a consumer (in the UK, as defined in the Unfair Contract Terms Act 1977, Section 12, as amended).

The products and services supplied to you, and the information provided to you, are for your own personal, non-commercial use and we shall not be liable to you for any loss of profits, loss of data, loss of goodwill, loss of business revenue or contracts arising from your use of the products and services or from any misleading or inaccurate information provided. We shall not be liable to you for any loss or damage which is (a) not foreseeable to both you and us when you place your order for the products and services; (b) caused by an unconnected third party; or (c) caused by factors beyond our reasonable control.

Information relating to products and services (including their availability) is subject to change without notice. In the case of any material error affecting your outstanding transactions, we will notify you of the corrected version and you may accept the rectified version as applying to any outstanding transaction with us or request us to give you a full refund in respect of the price of the products and services concerned. Any refunds will be limited to the value of the original purchase price less any applicable promotional discounts that may have been applied.

Nothing in these terms shall affect any liability which we may have in respect of the death of, or personal injury to, any person resulting from our negligence or operate to limit or exclude any liability for fraud.

### **Intellectual Property**

The content of our website is protected by copyright, trademarks, database and other intellectual property rights. You may retrieve and display the content of the website on a computer screen, store such content in electronic form on disk or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on our website without written permission from us.

### **Circumstances Beyond Our Reasonable Control**

We are not liable for delays in performance caused by circumstances beyond our reasonable control and will be entitled to an extension of time for performance; examples include strikes, supplier/transport/production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If such circumstances continue for more than 2 months, either party may terminate a contract for the purchase of products and services without compensation.

### **Cashback Terms & Conditions**

All products included in a Cashback promotion are organised by the product Manufacturer where their terms and conditions will apply and may vary - please refer to their website for further information. The price you see advertised on Colorgrafix.co.uk includes the value of Cashback, this is not the price you pay at the checkout.

The price you pay at the checkout will be the price excluding Cashback and add the Cashback amount onto the advertised price. The Cashback fee is then later claimed direct from the manufacturer after having paid for the item in full.

A valid receipt will need to be shown in order to claim back the Cashback from the manufacturer. End dates will vary, please refer to the manufacturer's website for more information. Some Cashback promotions are excluded from internet sales and are only valid as a store purchase. Please see manufacturer's website for details.

### **Miscellaneous**

In the event that one or more provisions of these **Terms and Conditions** is invalid, the remaining provisions will remain in force.

Both parties to the contract will undertake to agree on a substitute provision whose financial consequences are as close as possible to those of the invalid provision.

### **Applicable Law**

These **terms and conditions** shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### **Your concerns**

If you have any concerns about material which appears on our site, please contact us.  
Thank you for visiting our site.

