

## Terms and Conditions of Product Sales

### 1. Introduction

### 5. Prices

### 6. Payments

1.1 These terms and conditions shall govern the sale and purchase of all Products offered by Kathy Burgess Photography either in-person or remotely.

1.2 By placing an order with Kathy Burgess Photography you give your express agreement to these terms and conditions.

1.3 These terms and conditions do not affect any statutory rights you may have as a consumer.

### 2. Interpretation

2.1 In these terms and conditions:

- a) 'we' means Kathy Burgess Photography, and
- b) 'you' means our customer or prospective customer, and c) 'us', 'our' and 'your' should be construed accordingly.

### 3. Order Process

3.1 The advertising of products on our promotional material and online presence constitutes an 'invitation to treat' rather than a contractual offer.

3.2 No contract will come into force between you and us, unless and until we accept your order.

3.3 To enter into a contract with an:

- a) 'in person' sale you must place an order in person with a member of Kathy Burgess Photography, who will make a note of your order request. Your order will be deemed as accepted upon receipt of full payment OR upon receipt of an accepted payment plan.
- b) 'phone or email' sale you must notify us of your order request. We will then review your order, and send you a confirmation email. Your order will be then be deemed as accepted upon receipt of full payment OR upon receipt of an accepted payment plan.

3.4 Upon our acceptance of your order, no changes may be made to your order unless confirmed in writing by us.

### 4. Products

4.1 Products offered by Kathy Burgess Photography include, but are not limited to, Digital Photographs, Printed Photographs, Photo Albums and Books, and Photographs within Wall Art Products.

4.2 We may periodically change the products available to order, and we do not undertake to continue to supply any particular product or type of product.

4.3 Some products ordered may be unavailable due to events outside of our control. In this event, an alternative product will be offered, or a refund issued.

4.4 All images and/or photographs included in, depicted in or contained in any of our products remain the full copyright of Kathy Burgess Photography at all times.

4.5 Unauthorised duplication and/or replication of any images and/or photographs included within your order is Copyright Infringement and may be classed as a Criminal (IP) Offence. This includes, but not with limitation:

- a) scanning a printed photo/product onto a computer; b) photographing a printed photo/product;
- c) duplicating a printed photo/product in any way;

5.1 Our prices are available within our 'Product Guides' and other promotional material, both in print and online.

5.2 Our prices may change from time to time, but this will not affect contracts that have previously come into force.

5.3 All amounts and prices stated by Kathy Burgess Photography are fully inclusive, and no additional VAT is payable unless otherwise stated.

5.4 It is possible that prices within our promotional material is

incorrectly quoted. Accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

6.1 During the order process you must either;

a) pay the full price of the products you order  
OR

b) accept an agreed payment plan setup and accepted by us. (subject to additional terms and conditions)

6.2 Payments may only be made in the permitted methods as specified and declared by us.

6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

6.4 If you make an unjustified credit card, debit card or other charge-back, then you will be liable to pay us, within 7 days following the date of our written request:

- a) an amount equal to the amount of the charge-back;
- b) all third party expenses incurred by us in relation to the charge-back (including, but not exclusively, charges made by our or your bank or payment processor or card issuer);
- c) an administration fee of £25.00 and
- d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 including, without limitation, legal fees and debt collection fees.

For the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4

### 7. Manufacturing Products

7.1 As your order is likely to contain 'Bespoke' products, manufacturing of products within your order will not commence until full payment has been received under the terms and conditions of your order.

### 8. Collection and Delivery

8.1 Your order should be available to collect from Kathy Burgess Photography within 6 weeks of: a) your order being accepted by Kathy Burgess Photography AND

b) full cleared payment being received by Kathy Burgess Photography OR

8.1.1 In most circumstances, your order may be available to collect during the 6 weeks. We will notify you if this is the case.

8.2 All order collections must be made via a pre-arranged appointment with us.

8.3 In some circumstances, we may arrange to make a delivery of your order directly to you for a fee.

8.3.1 Any charges incurred by us in making a delivery directly to you including, without limitation, courier and postage fees, will be

added to your order.

8.4 We will only deliver orders to the UK Mainland.

### 9. Cancellation & Cancellation Rights

9.1 Many of our products consist of unique photographs and/or images made specifically for you. As a result, the finished products containing or including these photographs and/or images are referred to as 'Bespoke and Customised Goods'.

9.2 Any orders placed at our 'premises' are defined as an 'on-premises' contract, and are exempt from cancellation rights.

9.2 Under the 'Consumer Rights Act' any 'distance or off-premises' orders made for a product deemed as 'Bespoke or Cus-

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tomised' is exempt from cancellation rights.

For the avoidance of doubt, this means once your order is accepted, you lose the right to cancel the order. This does not affect your statutory rights.

9.3 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination if; a) you fail to pay, on time and in full, any amount due to us under that contract; or

b) you commit any breach of that contract.

9.4 If a contract under these terms and conditions is cancelled in accordance with these terms and conditions:

a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation; and b) you will continue to have an obligation, where applicable, to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products).

### 10. Returns

10.1 If your order arrives damaged, incomplete or is incorrect, you must inform Kathy Burgess Photography in writing (including via email) within 7 days of receipt. To assist us in fixing the problem as quickly as possible we ask that you:

a) include a full description of the problem; and  
b) include photographs if possible of any errors or damage.

10.2 Where we accept the error and/or damage as our responsibility or that of our suppliers / providers, we will arrange to repair or replace that part of your order.

10.3 You must return the damaged and/or incorrect product to us to enable us to arrange the repair and/or replacement.

### 11. Warranties and Representations

11.1 You warrant and represent to us that:

- a) you are legally capable of entering into binding contracts;
- b) you have full authority, power and capacity to agree to these terms and conditions;
- c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- d) you will be able to take delivery of the product in accordance with these terms and conditions.

11.2 We warrant to you that:

- a) we have the right to sell the products that you buy;
- b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- d) the products you buy will correspond to any description published in our promotional material; and
- e) the products you buy will be of satisfactory quality.

11.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, include without limitation, any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, government regulations, fire, flood, disaster, riot or war.

### 12. Variation

12.1 We may revise these terms and conditions from time to time. The latest version will be published on our website.

12.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of revision, but will not affect contracts made before the time of revision.

### 13. Law and Jurisdiction

13.1 These terms and conditions shall be governed by and construed in accordance with English Law.

13.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

### 14. Our Details

14.1 This business is owned and operated by Kathy Burgess Photography, as Kathy Burgess Photography.

14.2 Our principle place of business is at: 34 Sedge Road, Rugby, Warks, CV23 0FJ.

14.3 You can contact us in writing to the above address, or by email to [info@kathyburgessphotography.co.uk](mailto:info@kathyburgessphotography.co.uk)

I have read the above and agree to be bound by its terms.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_