

Dartmoor Photographic – Terms of Use

Dartmoor Photographic and its affiliates provide access to the Dartmoor Photographic Website, <http://www.dartmoorphotographic.co.uk> (the 'website'), Kiosk and/or in-store services and sell our products to you, subject to the conditions set out on this page.

Please read these conditions carefully before using Dartmoor Photographic Website, Kiosk and/or In-store Services. By using the Dartmoor Photographic Website, Kiosk and/or In-store Services, you signify your agreement to be bound by these conditions.

Conditions Relating to Your Use of Dartmoor Photographic Website, Kiosk and/or In-store Services.

1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

Dartmoor Photographic Website reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

Note that we are entitled to treat any actions carried out through a User's Account, or by means of an email address, phone number or other communications method associated with that Account, as having been done by the User; it is up to the User to maintain the security of his/her Account.

2. Privacy

Dartmoor Photographic and its affiliates do not disclose buyer's information to third parties. Cookies are used on the website, but only to keep track of the contents of your shopping cart once you have selected an item. Please see our full privacy policy information on the Privacy Page.

Conditions Relating to the Sale of Products to You

This section deals with conditions relating to the sale of products by Dartmoor Photographic and its affiliates to you. Dartmoor Photographic is continually committed to providing the best level of service and care to our customers. Help us to help you by taking a few short moments to read through the current Terms and Conditions, Customer Services and Returns procedures

3. Our contract

When you place an order to purchase a product from Dartmoor Photographic Website, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you (the 'Dispatch Confirmation E-mail'). That acceptance will be complete at the time we send the Dispatch Confirmation E-mail to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation E-mail do not form part of that contract. Orders placed via an in-store Kiosk or via a Member of Staff will be Confirmed by a Member of staff verbally.

Our contract is deemed to be complete once payment and delivery of the relevant items has been received.

If the Product in question includes an Image or other User Content selected by the User it is classed as a “personalised Product”; if it is a standard Product which does not include any Image or User Content it is a “non-personalised Product”

Note that Dartmoor Photographic Website may reject an order in certain circumstances, namely:

- Your order breaching the requirements of these Terms;
- The use of Images which infringe the Content Rules;
- The use of Images which are corrupted, unsupported technically or inadequately pixelated;
- The Product you order being unavailable;
- Our inability to obtain authorisation for your payment; or
- A relevant pricing or Product description error being identified.

If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.

Personalised Products

Personalised Products do not have any resale value so we are unable to accept returns of Personalised Products unless the product itself is proven to be faulty. No other correspondence will be entered into outside of these parameters.

4. Returns, refunds and cancellations

Goods can be exchanged for products or a credit note equal to the of purchase if unopened within 14 days of purchase. Your statutory rights are not affected.

Products that are Faulty, Damaged or Incorrect are entitled to replacement or refund equal to the purchase. We can only accept the return of opened goods if they are Faulty, Damaged or Incorrect.

5. Creating an Account and Payment Terms

When you place an order for a Product, you will need to supply us with details of a payment method, such as a credit or debit card, (your “Payment Method”) and other personal details so we may process the order for you. If you elect to store a Payment Method with Dartmoor Photographic Website, that Payment Method – with some of its details masked, for security reasons – will automatically be used; you may, however, be required to provide certain information (such as, but not limited to, a CV2 card security number) in order to proceed with payment using that stored Payment Method. In the event that you supply or attempt to use an invalid Payment Method, or a Payment Method which has lapsed, an order made using that Payment Method will not be completed. If we suspect that your Payment Method belongs to someone else or is one which you are not entitled to use, we reserve the right to terminate or suspend your Account at any time.

The same person may not register more than one Account. We reserve the right to suspend or terminate any Account which we reasonably suspect of infringing this requirement.

Important: You must ensure that the email address we hold for you is kept up-to-date and that you have full access to it – we will be sending you important messages there. So if you change email address, then you must change it on your Account. Should you provide an invalid email address or an email address that belongs to someone else, Dartmoor Photographic Website may terminate your Account at any time without notice.

You must also ensure that the postal address to which we send you Products and communications is kept up-to-date in your Account.

You should not register as a User if you are under 13 years of age.

We accept the following payment cards.

Visa / Delta / Electron

MasterCard / Eurocard

Maestro

Debit cards (also known as bank cards) are accepted if they have a Visa or MasterCard logo.

6. Pricing and availability

All pricing and product availability on this site are subject to change without prior notice. Please note that dispatch estimates are not binding and are literally an estimate. They are not guaranteed dispatch times and as such, should not be relied upon. As we process your order, we will inform you by e-mail if any products you order are unavailable. It is the responsibility of the purchaser to ensure all goods ordered are suitable for their intended purpose. Error and omission accepted.

7. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use and Sale at any time. You will be subject to the policies and Conditions of Use and Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

8. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

9. Jurisdiction

The Contract and the Conditions shall be governed by the Laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

10. Our details

If you need to reach us you can contact us using the contact details found in the 'Contact Us' page of our website.

11. Complaints Policy

Dartmoor Photographic views complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person that has made the complaint within all reasonable terms.

Our policy is:

- To provide a fair complaints procedure which is clear and easy to use for anyone wishing to make a complaint.
- To publicise the existence of our complaints procedure so that people know how to contact us to make a complaint.
- To make sure everyone at Dartmoor Photographic knows what to do if a complaint is received.
- To make sure all complaints are investigated fairly and in a timely way.
- To make sure that complaints are, wherever possible, resolved and that relationships are repaired.
- To gather information which helps us to improve what we do.

Definition of a Complaint

A complaint is any expression of dissatisfaction, whether justified or not, about any aspect of Dartmoor Photographic.

Where Complaints come from

Complaints may come from any person or organisation who has a legitimate interest in Dartmoor photographic.

A complaint can be received via any method of communication using the contact details found on our 'Contact Us' page.

Confidentiality

All complaint information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements.

Responsibility

Overall responsibility for this policy and its implementation lies with the management.

Review

This policy is reviewed regularly and updated as required. Adopted on: 20/07/18.

8. Closure of Accounts

You may choose to cancel your Account at any time. In such circumstances you may be asked to provide additional evidence that you are the holder of the Account. In addition we are entitled to mothball or remove an Account if the User has not logged in to the Account for two years or more. If your Account is terminated because you have breached this Agreement, including a breach of our Content Rules, we may prohibit you from opening another Account. Where an Account is cancelled, lapses or is terminated, we are entitled to close the Account and entitled to delete all Images and other User Content associated with that Account if we so wish. You will nevertheless remain responsible to fulfil your obligations under these Terms, and the rights granted to us under these Terms shall not be terminated as a result.

9. Intellectual Property

By uploading, posting, contributing, distributing, communicating, or transmitting User Content (including Images), a User expressly grants us the rights to modify User Content in order to conform it to Dartmoor Photographic image requirements or the requirements of a Product (such as by cropping Images). No-one may copy, distribute, show in public or create any derivative work from Dartmoor Photographic, or any of the material which is found on the Dartmoor Photographic Website unless properly licensed to do so by us. You are not allowed to use Dartmoor Photographic (or to copy or use any material found on Dartmoor Photographic Website) for any commercial purpose other than to conduct the purchase of a product from us. You are not allowed to remove any copyright, trade mark or other intellectual property notices contained in material taken from Dartmoor Photographic Website. You must ensure that you own the intellectual rights and copyright of any images you upload to the site or have been given express written permission to do so by the copyright owner.

No-one may use any robot, spider, scraper or other automated means to access Dartmoor Photographic Website for any purpose without our prior express written permission.

11. Our Role

To the extent that the law permits, you release Dartmoor Photographic Ltd, its agents, directors, officers, shareholders and employees from all liability arising out of or in connection with any Images or other User Content. You must not assume that accessing, the import or export, or the advertising, offering, purchase or sale, of any Image, User Content or Product complies with applicable law or regulation by reason of it appearing on Dartmoor Photographic Website. We do not have any responsibility or liability for the deletion of, or any failure to store or deliver, Images or User Content. Dartmoor Photographic Website may contain links to or advertisements for other sites, services or products ("Third Party Promotions"). Third Party Promotions may, unbeknownst to us, contain materials which you find offensive, objectionable, unlawful or inaccurate. The sites or other destinations to which Third Party Promotions lead are governed by their own terms of use and privacy policies which will differ from these Terms. The inclusion of links to Third Party Promotions does not indicate that we endorse them and we are not responsible for examining or evaluating the content of such sites or destinations or goods or services available through them.

12. Suspension

We reserve the right at any time and if necessary without notice to suspend or terminate your ability to access Dartmoor Photographic, your use of all or part of the Services found within, to remove from access via Dartmoor Photographic Website any User Content associated with a User or his/her Account, to advise Users and other users of Dartmoor Photographic Website against interacting with a particular User, and/or to take technical and legal steps to stop any Users from using Dartmoor Photographic Website if they appear to us to be in breach of any provision of these Terms. If we do so, you acknowledge that we shall not incur any liability to you or to any other person. In addition, we are entitled to suspend provision of all or part of the Services offered, or the availability of User Content associated with any User, at any time if we are obliged or advised to comply with an order, instruction, or request of any section of the government, or any regulator, court or other authority by which we are legally bound to oblige.

13. Indemnity

You agree to indemnify Dartmoor Photographic Ltd, its agents, directors, officers, shareholders, employees and subcontractors against all liabilities, claims and expenses that may arise out of or in connection with any:

- breach of these Terms by you or through your Account; or
- User Content associated with you or your Account.

14. Assignment

We reserve the right to assign these Terms, and to assign or subcontract any or all of our rights and obligations under these Terms, but will not do so in such a way as to reduce any guarantees you are given under these Terms. You may not without the written consent of Dartmoor Photographic Ltd assign or dispose of these Terms or any of your rights and obligations under it.

15. Changes to these Terms

We reserve the right to change these Terms from time to time, and post the new version on Dartmoor Photographic Website. The new version of these Terms will take effect: • commencing a minimum 28 days after the date of unless stated otherwise. if any of the changes is to an operative provision of these Terms which is capable of adversely affecting you; or • immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not reasonably capable of adversely affecting you. In either case, if you do not wish to be governed by the new version of these Terms, you must cease to use the Services and Dartmoor Photographic. We will not have any liability to you in that event.

16. General

If any part of these Terms is found to be invalid or unenforceable, the remainder of the terms shall remain valid and enforceable. Our failure to act with respect to a breach of these Terms by you or other Users does not waive our right to act with respect to subsequent or similar breaches. The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Terms. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms, provided that this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

17. Law

These Terms, the Services each order and purchase of a Product shall be governed by English law. You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms, the Services and any order for or purchase of a Product.

18. Keeping these Terms

We don't separately file the Terms entered into by Users when they register for Dartmoor

Photographic Website. You are invited to make a durable copy of these Terms by printing and/or saving a downloaded copy on your own computer. They are offered in English only.

19. Contact

In the first instance contact should be made directly to Dartmoor Photographic concerned via any of the contact methods which can be found on the 'Contact Us' Page of the Dartmoor Photographic Website.

Dartmoor Photographic Ltd are a company registered in England and Wales under registration number 04722533; the address of our registered office is N° 41, Brook Street, Tavistock, Devon, UK, PL19 0HE. Our VAT registration number is 699-1448-77. You can contact us by post at N° 41, Brook Street, Tavistock, Devon, UK, PL19 0HE. We will send our notices to you by email to the email address specified in your Account.

20. Summary of Basic Consumer Rights

Summary of the Consumer Rights Act 2015

The Consumer Rights Act became law on 1 October 2015.

PLEASE NOTE THERE MAY BE VARIATIONS ON THESE RIGHTS IF YOU LIVE IN WALES, SCOTLAND OR IRELAND. YOU ARE ADVISED TO CONSULT GOVERNMENT WEBSITES FOR FULL DETAILS OF THE CONSUMER RIGHTS IN THE COUNTRY WHERE YOU RESIDE AND THE ORDER WAS PLACED.

Product quality - As with the Sale of Goods Act, under the Consumer Rights Act all products must be of satisfactory quality, fit for purpose and as described.

Satisfactory quality Goods shouldn't be faulty or damaged when you receive them.

Fit for purpose The goods should be fit for the purpose they are supplied for, as well as any specific purpose you made known to the retailer before you agreed to buy the goods.

As described The goods supplied must match any description given to you, or any models or samples shown to you at the time of purchase.

If what you've bought doesn't satisfy any one of the three criteria outlined above, you have a claim under the Consumer Rights Act.

Your rights under the Consumer Rights Act are against the retailer – the company that sold you the product – not the manufacturer, so you must take any claim to the retailer.

What you can claim depends on how much time has passed since you made the purchase. Read on to find out what your rights are in the first 30 days after purchase and beyond.

30-day right to reject

Under the Consumer Rights Act you have a legal right to reject goods that are of unsatisfactory quality, unfit for purpose or not as described, and get a full refund - as long as you do this quickly.

This right is limited to 30 days from the date you buy your product. After 30 days, you will not be legally entitled to a full refund if your item develops a fault, although some sellers may offer you an extended refund period.

Repair or replace

If you are outside the 30-day right to reject, you have to give the retailer one opportunity to repair or replace any goods or digital content which are of unsatisfactory quality, unfit for purpose or not as described.

The first six months

If you discover the fault within the first six months after buying the product, it is presumed to have been there since the time of purchase - unless the retailer can prove otherwise.

If an attempt at repair or replacement has failed, you have the right to reject the goods for a full refund or price reduction - if you wish to keep the product. The only exception to this rule is motor vehicles,

where the retailer may make a reasonable reduction for the use you've already had of the vehicle after the first 30 days. If you'd prefer to keep the goods in question, you can request an appropriate price reduction.

Six months or more

If a fault develops after the first six months, the burden is on you to prove that the product was faulty at the time of delivery.

You have six years to take a claim to the small claims court for faulty goods in England, Wales and Northern Ireland, and five years in Scotland.

Late deliveries

There is a default delivery period of 30 days, during which the retailer needs to deliver unless a longer period has been agreed. If the retailer fails to deliver within the 30 days, or on the date that has been agreed, you can do the following:

Section 75 of the Consumer Credit Act

If you're having trouble with a retailer, you may be able to get a refund through your credit card company under Section 75 of the Consumer Credit Act. Under Section 75, your credit card company is jointly liable for any breach of contract by the company. Contact your credit card company or read our guide on Section 75 to find out more.

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