

# Terms and conditions

## 1 Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell the Goods to you. You may print a copy for future reference.
- 1.2 'Business Day' means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 15.
- 1.4 'Goods' means the goods listed on our website ('the Website') which we may supply.
- 1.5 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy at clause 11 and limitation of our liability and your indemnity at clause 13.
- 1.6 By ordering any of the Goods, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

## 2 About us

- 2.1 We, Hammond Associates Ltd (trading as HA Photographic), own and operate this Website. We're a limited company registered in England and Wales under company number: 03027460. Our registered office is at 5 Polefield Gardens, Cheltenham, Gloucestershire, GL51 6DY. Our VAT Number is 478966075.
- 2.2 Our telephone number is 07973550975.
- 2.3 Our email address is sales@haphotographic.co.uk.

## 3 Overseas orders

This Website is intended only for use by customers resident in England, Wales, Scotland and Northern Ireland (The United Kingdom). We do not accept orders for goods from individuals located outside the United Kingdom.

## 4 Eligibility to purchase from the Website

To be eligible to purchase the Goods and lawfully enter into and form a contract with us, you must be 18 years of age or over.

## 5 Price

- 5.1 The prices of the Goods are quoted on the order page.
- 5.2 Prices and any other charges quoted on the order page are based on delivery of the Goods in the United Kingdom unless otherwise specified.
- 5.3 Prices quoted do not include the costs of delivery of the Goods. The costs of delivery of the Goods will be quoted separately and added to the amount payable by you.
- 5.4 Unless otherwise stated, the prices quoted include VAT.

## 6 Payment

- 6.1 Payment can be made by any major credit or debit card or by using a PayPal account.
- 6.2 By placing an order, you consent to payment being charged to your debit/credit card account or PayPal account as provided on the order form.
- 6.3 If you pay us by credit or debit card or PayPal account we will take payment from your card or PayPal account for the Goods when you accept the estimated date of dispatch the Goods to you.
- 6.4 We shall contact you should any problems occur with the authorisation of your card or payment through your PayPal account.

## 7 Interest

- 7.1 Unless clause 7.2 applies, you must pay us interest on any amounts you owe us and fail to pay us on the due date at the rate of 3% a year above the base lending rate of Santander from time to time, accruing daily from the due date until the date of payment, whether before or after judgment.
- 7.2 We will not charge you interest
  - 7.2.1 for the period of dispute in respect of an invoice that you dispute in good faith, provided you have advised us within a reasonable time of receiving it that you dispute it and your basis for disputing it.

## 8 Order process and formation of a contract

- 8.1 Our Website, catalogue and brochure merely illustrate our Goods and the packaging of the Goods. Your computer may not accurately display the colours of the Goods. Although we aim to accurately depict our Goods and their packaging, there may be differences between the packaging and the colours of the Goods delivered to you and those shown on our Website and in our catalogue and brochure.
- 8.2 All orders are subject to acceptance and availability. If we are unable to supply you with the Goods in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside Our Control or because we have identified a mistake in the description of the Goods or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.
- 8.3 If the Goods are temporarily unavailable, we will notify you by email of the date they are expected to be available. You will have the option either to wait until they are available or to cancel your order. If you cancel your order, we will refund any sums you have paid us.
- 8.4 Any order placed by you for the Goods constitutes an offer to purchase them from us.
- 8.5 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods.
- 8.6 A 'Confirmation Notice' means an email which we send to you to confirm that we have dispatched the Goods. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 8.7 A contract between you and us for the supply of the Goods (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 8.8 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 8.9 We may make
  - 8.9.1 minor technical adjustments to the Goods to improve them or to comply with relevant laws and regulatory requirements,
  - 8.9.2 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
  - 8.9.3 changes to these Conditions as a result of changes in how we accept payment from you,
  - 8.9.4 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 8.10 If we make any changes in accordance with clause 8.9 we will give you written notice of the changes before we supply the Goods. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 8.11 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 8.9 shall only be binding when agreed in writing and signed by you and us.

## 9 Delivery

- 9.1 The Goods will be delivered to you at the address you provided during the order process which may be an address other than the billing address.
- 9.2 Any dates quoted for delivery of the Goods are approximate only. If no date is specified then it will take place as soon as reasonably possible, but in any event within 30 days of the date of the Confirmation Notice, unless there is an Event Outside Our Control, in which case clause 15 shall apply.
- 9.3 If you have agreed to collect the Goods from our premises,
  - 9.3.1 delivery shall occur at our premises when we hand the Goods to you.
- 9.4 Unless clause 9.5 applies, if we have agreed to deliver the Goods to a delivery address which you have given us, delivery shall occur when we place the Goods in the physical possession of you or anyone you have identified to us as the person authorised by you to take delivery of the Goods.
- 9.5 If you have asked us to use an independent carrier other than our normal carrier to deliver the Goods to you, delivery shall occur when we deliver the Goods to that carrier.
- 9.6 You must examine the Goods within a reasonable time after arrival and let us know as soon as reasonably possible if they are faulty, damaged or not as described.
- 9.7 If no one is present at your delivery address to take delivery, we will advise you of our attempted delivery. You must then contact us to make arrangements for us to deliver the Goods.
- 9.8 We may end the contract with you and charge you for any extra storage costs we have incurred if
  - 9.8.1 we have agreed to deliver the Goods, you have not been available to take delivery on the date we agreed to deliver them, and we have not been able to re-arrange delivery within 14 Business Days of the original delivery date.
- 9.9 For Christmas deliveries, we recommend that you check the Website for the last order date. We will endeavour to dispatch all Goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24 December.

## 10 Risk and title

- 10.1 The Goods will be at your risk from the time of delivery.
- 10.2 Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including VAT and the cost of delivery.

## 11 Cancelling your Contract and returns

### 11.1 Cancelling before Confirmation Notice

- 11.1.1 You may cancel your order for the Goods by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- 11.1.2 You may notify us of your decision to cancel by:
  - 11.1.2.1 completing a cancellation form found on our Website, printing it and emailing or posting it as detailed below, or
  - 11.1.2.2 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Goods and your order reference number by:
    - 11.1.2.2.1 Telephone on 07973550975
    - 11.1.2.2.2 Email at sales@haphotographic.co.uk
    - 11.1.2.2.3 Post at 5 Polefield Gardens, Cheltenham, Gloucestershire, GL51 6DY

### 11.2 Cancellation after Confirmation Notice

- 11.2.1 The 'Cancellation Period' means the period between the date we send you a Confirmation Notice and the expiry of 14 calendar days after the day you receive the Goods.

- 11.2.2 Subject to clause 11.5, you may cancel the Contract at any time during the Cancellation Period by notifying us of your decision to cancel.
- 11.2.3 You may notify us of your decision to cancel by:
  - 11.2.3.1 completing a cancellation form found on our Website, printing it and emailing or posting it as detailed below, or
  - 11.2.3.2 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Goods and your order reference number by:
    - 11.2.3.2.1 Telephone on 07973550975
    - 11.2.3.2.2 Email at sales@haphotographic.co.uk
    - 11.2.3.2.3 Post at 5 Polefield Gardens, Cheltenham, Gloucestershire, GL51 6DY

### 11.3 Return of Goods

- 11.3.1 Upon receiving notice of your cancellation, we will contact you and provide details of where you must return the Goods and other relevant instructions. You must then return the Goods to us without delay and at the latest within 14 days of notifying us of your cancellation.
- 11.3.2 You must return the Goods at your own risk and at your own cost unless we offer to pay the cost of return. We may offer to collect the Goods from you and charge you for the cost of collecting the Goods. If we offer to collect the Goods, we will contact you to ascertain whether you agree to us collecting the Goods, whether you agree to pay the costs of collection if we are charging you for collection, and if so, to make arrangements for collection. If you agree to pay the costs of collection, we may deduct this from any sum we owe you.
- 11.3.3 If the value of the Goods is reduced as a result of your handling of them beyond what is necessary to determine the nature, characteristics or functioning of the Goods, we will be entitled to claim this reduction in value from you and to deduct it from any money which you have paid us.

### 11.4 Refunds on cancellation

- 11.4.1 So long as you are entitled to cancel and have complied with your obligations under clauses 11.2 and 11.3, we will refund you the balance of the price and any standard delivery costs you paid to us after deducting:
  - 11.4.1.1 any reduction in the value of the Goods in accordance with clause 11.3.3; and
  - 11.4.1.2 any cost to us of collecting the Goods (if applicable).
- 11.4.2 If the Contract is for the supply of goods only, or for goods and services with the main purpose being the supply of goods, unless we have agreed to collect the Goods from you, we will refund you the sum in clause 11.4.1 within 14 days after the earlier of:
  - 11.4.2.1 the day on which we receive the Goods back from you, or
  - 11.4.2.2 the day on which you supply evidence to us that you have sent the Goods back to us.
- 11.4.3 If the Contract is for the supply of goods only, or for goods and services with the main purpose being the supply of goods and we have agreed to collect the Goods from you, we will refund you the sum in clause 11.4.1 within 14 days of our receipt of your cancellation notice.
- 11.4.4 We will refund you the sum in clause 11.4.1 using the same method of payment used by you, unless you agree to a refund by a different method of payment.

### 11.5 Exception to the right to cancel

You will not have a right to cancel in the following situations:

- 11.5.1 The Contract is for goods which are bespoke or have been personalised or which may deteriorate (such as food).

- 11.5.2 The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
- 11.5.3 The Contract is for the supply of alcoholic beverages where their value is dependent on fluctuations in the market which cannot be controlled by us, we have agreed the price and we can only deliver after 30 days.
- 11.5.4 The Contract is for the sale of land or financial services.
- 11.5.5 The Contract is for rental of accommodation for residential purposes.
- 11.5.6 The Contract is for construction or conversion of buildings.
- 11.5.7 The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.
- 11.5.8 The Contract is for the supply of sealed audio or video recordings and computer software and they have become unsealed after delivery.
- 11.5.9 The Contract is for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and they have become unsealed after delivery.
- 11.5.10 The Contract is for the supply of newspapers, magazines and other periodicals, except for subscription contracts.
- 11.5.11 The Contract is for the supply of goods which have become mixed inseparably with other items after delivery.

## 12 Complaints

If you have a comment, concern or complaint about any Goods you have purchased from us, please contact us by telephone on 07973550975, by email at sales@haphotographic.co.uk or by post at 5 Polefield Gardens, Cheltenham, Gloucestershire, GL51 6DY.

## 13 Liability and indemnity

- 13.1 We have a duty to supply Goods to you that conform to the Contract including a duty to ensure that
  - 13.1.1 the Goods are as described in the contract
  - 13.1.2 the Goods correspond to any samples we have sent you
  - 13.1.3 the Goods are fit for any purpose you specifically told us they were required for, and are not faulty
- 13.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with. You can obtain advice about your legal rights from Citizens Advice if you need to.
- 13.3 We cannot exclude or limit our responsibility to you for:
  - 13.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
  - 13.3.2 Fraud or fraudulent misrepresentation
  - 13.3.3 A claim for a defective product against us if we do not give you the name of the person who supplied the product to us within a reasonable time of your request for us to do so.
- 13.4 We are responsible for foreseeable loss or damage which you suffer as a result of a breach by us of the Contract or as a result of our failure to act with reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not responsible for unforeseeable losses.
- 13.5 You are purchasing the Goods as a consumer. If you purchase the Goods for any business purpose including for re-sale, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 13.6 We will not be responsible for any delay in delivering the Goods if

- 13.6.1 we have asked you to provide specified information that is necessary for delivering the Goods and
- 13.6.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.
- 13.7 We will not accept liability for any damage caused by pre-existing defects in any fittings, walls, pipes, wiring, gas installations in your premises or to any goods to which we connect or install or attach the Goods unless we have been negligent in not realising that such damage may occur or in the way we did the work.

#### **14 Our rights of termination**

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

#### **15 Events outside our control**

- 15.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 15.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside Our Control.
- 15.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 15.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 15.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Goods which we have been unable to deliver to you.

#### **16 Use of personal data**

- 16.1 We envisage that we will request personal information from you whilst you use our website. This information will only be requested and processed in accordance with our Privacy and Cookie Policy, which can be found at [haphotographic.co.uk](http://haphotographic.co.uk).
- 16.2 In brief, we will act fairly in connection with personal information requested from you, when we request information we will alert you to our Privacy and Cookie Policy, and unless the information is necessary for a reason specified in the General Data Protection Regulation (GDPR) we will only process it with your consent. Before receiving your information we'll endeavour to provide the information required by the GDPR.

#### **17 Third party rights**

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

#### **18 Other important terms**

- 18.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 18.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 18.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 18.4 All Contracts are concluded in English only.

18.5 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

18.6 A waiver by us of any default shall not constitute a waiver of any subsequent default.

## **19 Governing law**

These Conditions and the Contract are governed by the laws of England and Wales. However, if you live outside England and Wales but within the EU, you are always entitled to any compulsory consumer protections applicable in the country where you live.

## **20 Governing jurisdiction**

You can bring legal proceedings in respect of the Goods in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods in either the courts of Northern Ireland or England and Wales. If you live in another country in the EU, you can bring legal proceedings in respect of the Goods in either the courts of your home country or England and Wales.