



Terms & Conditions of Website use and Online sales

Welcome to the Fitz Marine Photography website terms and conditions for use. These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this Website. If you have any questions relating to these terms and conditions please contact Fitz Marine Photography by e-mail info@fitzmarine.co.uk, or calling on (+44) 07976 276 6772 – this is a standard mobile phone rate for all calls made in the UK. Callers from outside of the UK should check with their service provider as they may be charged more.

1.0 This Website

This website is operated by Fitz Marine Photography (referred to as 'we'/'us'/'our'). As user of this Website (referred to as 'you'/'your') you agree to be bound by these Terms and Conditions, whether or not you make a purchase. This Website may be used for your own private purposes and in accordance with these terms of use.

We may update these Terms and Conditions from time to time and your continued use of this website shall be deemed to be acceptance of such changes.

We provide this website on an "as is" and "as available" basis without any representation or endorsement.

This website may be modified or withdrawn temporarily or permanently with or without notice. We shall not be liable to you or to any third party for any modification, withdrawal, failure or suspension of all or part of this website.

Whilst we will use reasonable endeavours to keep this website and its server free of bugs, viruses, trojans and other malware we will not be responsible for the consequences of such malware being inadvertently downloaded to your computer equipment.

This website and its contents are the intellectual property of Fitz Marine Photography and are subject to copyright. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from this website or any other part of the service provided by Fitz Marine Photography.

You must not extract or otherwise use any of the content on the Site and/or Service for commercial purposes without obtaining a licence to do so from us.

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your Personal Information.

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

2.0 Data Protection

We are committed to protecting your privacy when you use our website and when you provide us with personal information, and endeavour to conform with the Data Protection Act 1998.

The only information we gather about you are the details you give us when you fill in an online form to place and pay for an order or you register with us for information about our products. We confirm that we will only use this information as follows;

- Processing your orders;
- For statistical or survey purposes to improve this Website and its services to you;
- To administer this website;
- If you consent, to notify you of products or special offers that may be of interest to you.

You agree that you do not object to us contacting you for any of the above purposes whether by telephone, e-mail or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003.

We do not share information about our customers with third parties, except where necessary to fulfil an order that you place with us or to comply with legal requirements.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Customer Terms.

3.0 Links to and from other websites

Throughout this website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this website you do so at your own risk.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
- you do not misrepresent your relationship with this website; and
- the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

You shall indemnify us for any loss or damage suffered to this website as a result of such linking.

4.0 Cookies

A cookie is a small file that asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or stores your basket items whilst using our online shop. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not.

A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

5.0 Ordering goods

Please note that every computer monitor is calibrated differently so the print you receive may vary slightly in colour/exposure/tones from the product picture available on line.

When you use our online checkout process you will have the opportunity to check your order and correct any errors before confirming the order.

On completion of your order you will receive an automated email from the Fitz Marine Photography and a proof of purchase receipt from PayPal.

Once we have checked our ability to supply the goods you have ordered and your payment has been cleared we will send you a further acceptance email confirming the details of your order. This acceptance by us of your order creates a sale and purchase contract between you and us. We will indicate a timescale for completing and dispatching your order to you within our order confirmation. The timescale for completing any order is generally around 7 working days or earlier if possible. The maximum timescale for completing and order will be no more than 30 days unless agreed otherwise. In the event that you have a particular time constraint related to

your order, please contact us in advance of placing your order and we will be able to advise you of the anticipated turn around timescale of your required item.

We may refuse to accept an order for any reason including, but not limited to, non-availability of the product or materials or inability to process your payment.

6.0 Consumer Contracts Regulations 2013

This legislation offers you the following cancellation rights when you buy online or by phone:

You are entitled to cancel your contract if you so wish, provided that you exercise your right no longer than 14 days after the day on which you receive the goods or services.

Your right to return products does not apply to goods made to your specification, that have been clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.

If you wish to exercise your right of cancellation, you are obliged to retain possession of the goods and take reasonable care of them.

To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address.

You can cancel by email: info@fitzmarine.co.uk, or write to: Fitz Marine Photography, The Old Bakery, 21 Smithick Hill, Falmouth, Cornwall, TR11 3AY.

If you decide to cancel, you should return the goods to us at your cost within 14 days of such cancellation and we will reimburse to you (by the method used to pay for the original transaction) the amount in relation to goods to which cancellation rights apply. This includes the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive back from you any goods supplied.

7.0 Price, postage and payment

Our prices are in pounds Sterling.

Postage and packing are calculated separately and will be added to your shopping basket prior to you placing your order. Postage to addresses in the UK mainland and Northern Ireland will be fulfilled by Royal Mail First or by a specialist parcel delivery company depending on your individual order.

Customers requiring items to be sent outside of addresses in the UK mainland and Northern Ireland will be provided with details of the anticipated delivery costs and timescale within their order confirmation email.

Items are suitably packaged with appropriate packaging/tissue/bubble-wrap/protection measures according to each products individual requirements.

Fitz Marine Photography is not responsible for any damage, shortage, defect or deficiency resulting from the transport of goods once they have been posted.

Title in the goods passes to you when they are delivered, provided full payment has been made.

For website orders payment is made via the online secure payment system provided by Paypal. By using this method customers agree to be bound by the Paypal terms and conditions.

Fitz Marine Photography is not a registered for VAT.

8.0 Delivery, incomplete or damaged orders and returns

If your order has been despatched but hasn't arrived within the expected time period, please email us via info@fitzmarine.co.uk , or call us on (+ 44) 07976 276772 between 10am and 5pm, Monday to Friday.

If you've more than one item on your order, please bear in mind that products may be sent out in multiple packages and so arrive separately. However, if this is not the case and you haven't received the entire order as detailed in the order confirmation email sent to you, please email or call us as before.

Goods must be inspected on delivery and any damage, shortage, defect or deficiency of the goods supplied should be notified to us by email or telephone **within three days** of receipt.

Any damaged or defective goods being returned to use should be in an unused condition, packaged securely in their original packing (or equal equivalent), and sent back to us by recorded delivery within seven days of receipt.

We will make good any damage, shortage, defect or deficiency within our liabilities as soon as it is reasonable to do so and shall reimburse your reasonable costs for the return of the goods but shall otherwise be under no liability whatsoever arising from such damage, shortage, defect or deficiency.

All bespoke items, or variations requested by the customer to set options items are exempt from order cancellation or a refund if not suitable or not liked.

8.0 Copyright

Fitz Marine Photography retains the Copyright at all times throughout the world to all items on this website or sold within the shop whether made to order or otherwise.

9.0 Limitation of Liability

The following provisions set out our entire financial liability to you (including any liability for the acts or omissions of our employees and agents) in respect of:

- any breach of these Terms and Conditions;
- any use you make of the goods supplied; and
- any representation, statement or tortious act or omission including negligence arising under or in connection with the sale and purchase of the goods.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the price paid by you for the goods.

We shall not be liable for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the sale and purchase of the goods.

10.0 Disclaimer

Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and/or up to date.

All material contained on this Website is provided without any or warranty of any kind. You use the material on this Website at your own discretion.

11.0 Designers Credit

In the event that the product purchased by the customer are featured in any publication, blog or feature where practicable we would be grateful if a credit to Fitz Marine Photography or link to her website (www.fitzmarinephotography.com) is printed in reasonable proximity to the published image.

12.0 Law and Jurisdiction

These terms and conditions are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

13.0 Contact details

The trading address of Fitz Marine Photography is:

The Old Bakery
21 Smithwick Hill
Falmouth
Cornwall
TR11 3AY

Email: info@fitzmarine.co.uk

Mobile: (+44) 07976 276772