

Terms and Conditions of Sale and Use of the 20-photos Web Site

1. DEFINITIONS AND EFFECT OF CONDITIONS

- a. The company means 20-photos.
- b. These conditions shall apply to and be incorporated in every agreement between 20-photos and any person, firm or company ("the customer") under which the company allows to access the company's web site(s) and / or supplies goods or services at the request of the customer.
- c. These conditions shall not apply to goods and services undertaken away from the 20-photos web site (for example: Wedding Photography, Corporate, Photography, Press Photography, Public Relations Photography or PR Photography. These services are governed by separate Terms and Conditions or trading agreements.
- d. These conditions shall supersede all earlier conditions of the company.
- e. These conditions shall take precedence over any conditions of the customer and shall not be varied without the written consent of an authorised representative or Director of the company.
- f. These conditions are complimented by other company statements and agreements such as 20-photos', Privacy Policy, Disclaimer. Such statements and agreements will be compliments by other agreements. All such statements and agreements will be accessible by the customer from either the home page, Site Map and or other relevant web pages. All users are advised to read such documents prior to using or purchasing products or services from the 20-photos web sites.

2. DELIVERY

- a. Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date, time shall not be of the essence.
- b. Delivery of the goods to the customer's address or any other place stipulated by him shall constitute delivery and the risk therein shall pass on such delivery to the customer.

- c. The company shall be entitled to make partial deliveries or deliveries by instalments and these conditions shall apply to each partial delivery. All goods will be delivered (or-credited) not more than 28 days (or 20 working days) after the original order or invoice date.

3. FORCE MAJEURE (FRUSTRATION etc)

The company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the customer due to any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the company's control including, without limitation, breakdown of plant or machinery, strike or industrial dispute, shortage of materials or failure of or delay in receiving supplies or products from third parties, act of war (whether declared or not), act of God, or any law regulation of any government or any local or municipal authority. If any such event continues for more than 28 days the company may terminate the agreement forthwith by written notice to the customer without prejudice to the accrued rights of either party.

4. PRICE

- a. Unless otherwise stated any prices quoted by the company are:
 - i. Exclusive of value added tax and any other taxes
 - ii. Exclusive of carriage, packing and insurance
 - iii. Exclusive of any release certificates

And the company shall charge extra in respect of the above items.

- b. Prices quoted are those current at the time of quotation and the price payable by the customer shall be that which is current at the time of delivery to the customer.
- c. Where agreed, call offs are not adhered to by the buyer. The company reserves the right to amend the price structure in accordance with the quantities delivered.
- d. The company reserves the right to charge different customers different prices for the same item(s). Such prices may be offered to certain customers indefinitely or for certain periods of time as part of any marketing promotions.

- e. Prices are in pounds Sterling (GBP or £) unless we specifically stipulate otherwise. Where the company offer products or services in other currencies, the company exchange rates are final and are accepted by the customer at the time of placing an order.

5. PAYMENT

- a. The price is payable on demand and is dependent on the type of account opened.
 - I. Pre-paid Account or Order: All invoices or orders must be paid in full before the goods leave 20-photos or a supplier working on behalf of 20-photos.
 - 1. Cheque Payments – All cheques must be payable to a company bank account in the United Kingdom. No order will be progressed, or deemed to be fully received, until cleared funds are in a nominated company bank account.
 - 2. Echeques – The Company accept echeques to its nominated PayPal account. No order will be progressed, or deemed to be fully received, until cleared funds are in a nominated PayPal or company bank account.
- b. The company reserve the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause or in accordance with any alternative terms of payment agreed in writing.
- c. No cash or other discounts are allowed unless agreed in writing or explicitly stated on the company's web site.
- d. If the company is able to deliver some items comprising the goods subject to agreement but unable to deliver all such items due to causes beyond its control (including but not limited to the examples referred to in Condition 3 hereof) the customer understands that payment for such items will be at the time of the order.

6. TELEPHONED ORDERS

The customer agrees to send the company a written order in confirmation of any telephoned orders. Telephone orders will not be progressed until written confirmation has been and payment cleared in a nominated PayPal or company account. The company prefers customers to use its on-line ordering

system. Customers can use this system for orders using cheques and orders sent through the post.

7. TITLE OF GOODS

- a. Immediately upon delivery to the customer of any goods agreed to be sold by the company to the customer, the customer shall become the Bailee thereof, and the customer shall store such goods in a suitable and separate place where they can be readily identified as property of the company. The legal title thereto shall be retained by the company as Bailor. The risk in the goods shall pass from the company to the customer upon delivery of such goods to the customer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the customer until the company has received in cash or cleared funds payment in full for all goods delivered to the customer under this and all other contracts between the company and the customer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of interest or other sum payable under the terms of this and all other contracts between the company and the customer.
- b. Notwithstanding the terms of (a) above the customer shall be entitled before discharging its obligations to the company to resell the goods or any of them. Upon such resale and without derogating from the company's other remedies (including its right to trace) the customer shall have a fiduciary duty to hold the proceeds of sale on trust for the company until such time as all the customer's indebtedness to the company under any contract sale entered into between them or otherwise shall have been discharged.
- c. The company may at any time revoke the right of the customer to recall the goods or any of them.
- d. The customer grants to the seller an irrevocable licence to enter upon its premises for the purpose of inspecting the goods, taking an inventory and repossessing the same, should the buyer be in breach of any contract entered into between the company and the customer.

8. DRAWINGS etc

All drawings, descriptive weights, dimensions and descriptions and illustrations contained in the sales literature and price lists are approximate only and shall not form part of this agreement. In addition, technical documents issued either before or after the conclusion of this Agreement for the use or information of the customer and such other information as may be supplied to the Customer including specifications shall not be copied, reproduced or communicated to any third party without the company's prior written consent.

9. LOSS OR DAMAGE IN TRANSIT

- a. The company will not be responsible for damage to any of the goods or loss of the goods or part thereof in transit unless the customer gives written notice of a claim to the company and to the carrier.
 - i. In case of damage within five days of the company's records having sent the goods (or three days from the customer's receipt of goods).
- b. The customer may be asked to sign a copy of the company's carriers delivery manifest as acknowledgement of receipt of goods. The customer should inspect the goods thoroughly as an unqualified signature can be deemed to signify the customer's acceptance that the goods are in good condition.
- c. The customer should keep all products, packaging and items which include post marks as evidence for any claim.

10. GUARANTEE

- a. If within 12 calendar months of there being delivered, any defect in the goods is discovered which is directly due to faulty materials or workmanship, or if a valid claim is made by the customer under condition 9(a)(I) hereof, the company will at its discretion remedy the defect or damage by replacement or repair or give credit to the customer (should that image, product or photographic merchandise not be available).
- b. The guarantee will be subject to the following conditions:

It will not apply to any defect or damage resulting in any alteration or modification to the goods without the company's prior written consent, incorrect storage,

normal wear and tear, overloading, misuse, abnormal conditions of use. Incorrect installation by anyone other than the company, maintenance or repair not carried out by the company, use which is not in accordance with the company's or the manufacturer's instructions, any act or omission of the customer or any third party or any fault in any other goods or equipment.

- i. The guarantee will apply to goods replaced or repaired under the guarantee for the balance of the original guarantee period.
- ii. Unless the company decides otherwise, credit will only be given if the customer notifies the company of the alleged defect or damage within three days of the customer's receipt of the goods.

11. EXCLUSION OF LIABILITY

- a. Except where provided otherwise in these conditions, the company shall be under no liability of any kind however caused whether or not due to the negligence or wilful default of the company or its servants, representatives, affiliates, licensors or agents arising out of or in connection with the goods. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded providing that nothing in this paragraph shall exclude or restrict any liability of the company for death or personal injury resulting from the negligence of the company or its servants, representatives, affiliates, licensors or agents.
- b. In any event, the company's liability shall be limited to direct loss and shall not include indirect or consequential loss.
- c. The company shall not be liable for the loss or damage to software programs during the repair or upgrade of any goods whether or not the same are under warranty.

12. RETURNED GOODS & CANCELLATIONS

The customer shall not return any goods (except in accordance with Condition 10) or cancel orders without the company's previous written consent. Such consent will not be given where goods have been specially purchased by the company to meet the customer's requirements. If the company in its discretion gives consent, it reserves the right

to make a cancellation charge 50% (or such higher percentage as may be notified to the customer before when such consent is given by the company) of the contract price of the goods concerned plus VAT.

13. COPYRIGHT, PATENTS, TRADEMARKS AND INTELLECTUAL, PROPERTY RIGHTS

- a. The customer acknowledges that trademarks and brands, not owned or licensed by 20-photos may be referred to on the 20-photos web site(s). Such designated trademarks and brands are the property of their respective owners.
- b. The customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with brands, goods, products and services do not pass to the customer.
- c. The customer agrees to indemnify the company against all liabilities, costs and expenses which the company may incur as a result of work done in accordance with the customer's specifications which involve infringement of any patent or other proprietary right.
- d. The customer understands and acknowledges that 20-photos and its photographers, artists, agents, affiliates, licensors or suppliers of content own the rights to this web site and its content (For example: Text, Code, Images and Video). © 20-photos 2006. All rights reserved. The customer understands that it is a criminal offence under the *Copyright Design and Patents Act 1988* to submit for copying, photographs or artwork, or reproduce any part of this or any other 20-photos web site, unless you are the holder of the copyright or have written permission from the copyright owner or its authorised representative. The customer also understands that it is an offence to scan, reproduce, republish, upload, post, transmit, distribute or publicly display any image or part of this web site without the express permission of 20-photos.
- e. The customer understands and acknowledges the trade marks or service marks of 20-photos, namely 20-photos™, 20photos™, PortraitParty™, PortraitParties™, 20-PRint™, PhotoDraw™, and other trade names for products or services included on the 20-photos web sites. All the above trade names and marks, where terms are separated by a space and or hyphen (-), shall

also signify trademarks of 20-photos. © 20-photos 2006. All rights reserved.

14. SUBCONTRACTING

The Company reserves the right to sub-contract any part of any work or supply of any goods or services.

15. CONSTRUCTION AND USE

The Company shall not be responsible for adapting or modifying any goods to conform to statutory requirements not current at the time of the acceptance of order.

16. HEADINGS

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

17. TERMINATION

The company shall be entitled in notice by writing to terminate any agreement without prejudice to any claim or right the company may otherwise make or exercise where

- a. The customer is in breach of any term, condition or provision of this agreement or required by law
- b. The customer shall go in to liquidation (except for the purpose or reconstruction) or if any petition or resolution to wind up the customer, shall be presents or if a receiver is appointed of the customer's undertaking property of assets or if a distress shall be levied upon any of the customer's property or if a distress shall be levied upon any of the customer's property or if the customer shall commit any act of bankruptcy.

18. JURISDICTION

The agreement shall be governed by and construed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.

19. ONLINE SECURITY

The customer shall be wholly responsible for maintaining the security of the designated Online Username and password. The customer shall ensure that only duly authorised personnel utilise the online ordering facility and shall be held liable for payment on all orders placed using the allocated username and password. The company does not accept any liability for goods ordered using the designated username and password without the consent of the customer.

The customer shall be responsible for maintaining the security of other services or provisions used to access or purchase products or services from a 20-photos web site. Such services include and not limited to that of PayPal and provisions for purchasing using PayPal accounts or associated payment services, accepted by 20-photos web sites.

20. CLAUSES IN THIS AGREEMENT

The customer or web site user accepts that where, any of the clauses in this agreement or any other statement, contract or agreement published on the 20-photos web site, are deemed unenforceable, all other clauses shall not be affected.

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