



Picture It PhotoArt - Terms & Conditions

1.0 FIRST THINGS FIRST

- 1.1 Welcome to our website. We hope you will find it inspiring and easy to use - if not please let us know - we welcome feedback and suggestions for improvement.
- 1.2 We value our reputation and nothing in these terms is intended to avoid our commitment to provide excellent customer service or to reduce the effectiveness of our Customer Charter (which you can view on our website). Any rights granted to you under UK law are not affected by these conditions.

2.0 ABOUT US

- 2.1 Throughout this document, the terms 'Picture It PhotoArt', or Picture It Schools, or 'us' or 'we' refers to the owner of this website.

2.2 Our Contact Details

Picture It PhotoArt, 20 Riverside, Winchcombe, Gloucestershire, GL54 5JP.

Our email address is: enquiries@pictureitphotoart.co.uk.

2.3 Company Information

Our VAT registration number is 947 9291 67

We are members of the Federation of Small Business

3.0 USING OUR WEBSITE

- 3.1 The term 'you' or 'your' refers to the user or viewer of our website.
- 3.2 In order to ensure that we comply with the relevant consumer law relating to distance selling we need to make clear the conditions under which you may use this website and purchase from us.
- 3.3 If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use. We have tried to keep these as concise and straightforward as possible but if there are any aspects that you would like to clarify, please contact us at enquiries@pictureitphotoart.co.uk.
- 3.4 Your use of our website is subject to the following terms:

3.5 General Conditions

- 3.5.1 All the information on this web site is provided as general guidance only. The web site is updated on a regular basis, and whilst we will make very effort to ensure accuracy, products, materials and prices may be subject to change without notice, especially where these are outside of our control.
- 3.5.2 We take our responsibility to our customers very seriously and we will always endeavour to ensure that we provide you with accurate information and advice as to the suitability of our products to meet your needs. But your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. You are responsible for ensuring that any products, services or information available through this website meet your specific requirements.



Picture It PhotoArt - Terms & Conditions

- 3.5.3 Whilst we make every effort to ensure that our websites are up to date we cannot guarantee the accuracy or completeness of any information displayed there at any particular time. We accept no liability for any errors or inaccuracies.
- 3.5.4 From time to time this website may also include links to other carefully selected websites. Whilst we will make very effort to confirm the validity of the website(s), these links are provided for your convenience only and to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) and accept no liability resulting from your use of any link.
- 3.5.5 Nothing on any of our websites represents a formal offer by Picture It PhotoArt to provide any goods or services to you. A contractual offer exists only when you have placed an order, accepted our terms and conditions and we have confirmed our acceptance of your order in a confirmatory email or letter.
- 3.6 Unauthorised Use**
- 3.6.1 Because we wish to protect our customers privacy, you may not create a link to this website from any other website or document without our prior written, (or email), consent.
- 3.6.2 You must not use, or attempt to use this site in a way which may cause harm to Picture It PhotoArt, its owners or employees, or other parties, or which adversely affects the functionality of the site or its use by others. You must not obtain, or attempt to obtain from or through this site, any information that is not specifically made available by us.
- 3.6.3 Such uses detailed above, or any other unauthorised use of this website may give rise to a claim for damages and may also constitute a criminal offence.
- 3.6.4 You must not use this site for any purpose that is unlawful or that is prohibited under these terms and conditions.
- 3.6.5 If you use our file upload facility you are required to ensure that no offensive or illegal material is loaded on to our servers or attached to any email. We will inform the relevant authorities of any unlawful activity.
- 3.6.6 Your use of this website and any dispute arising out of such use of the website is subject to UK law.
- 3.7 Copyright and Intellectual Property Rights**
- 3.7.1 All of the material on this website is owned by or licensed to us. This material includes, but is not limited to, the design, layout and appearance, graphics and text and image content. This material is protected by UK Copyright Laws.
- 3.7.2 You must not reproduce or use any of our website content in any form. This includes specifically downloading images for printing, and reproducing or copying text, unless we have given written (or email), approval.
- 3.7.3 All trademarks reproduced in this website, which are not the property of Picture It PhotoArt, or licensed to us, are acknowledged on the website.
- 3.7.4 Most photographs/prints have a copyright owner and cannot be reproduced without permission. If you provide us with photographic or digital images in hard copy format or use our file upload facility you are certifying that you own the copyright of any images supplied to us, or that you have the permission of the copyright owner to use them, or that copyright does not apply.



Picture It PhotoArt - Terms & Conditions

- 3.7.5 Picture It PhotoArt accepts no responsibility or liability whatsoever for any copyright breaches for any images supplied to us by you in whatever form and you indemnify us in respect of any liability.
- 3.7.6 You retain the copyright to any of your own images you supply to us and we will not use them for any other purpose without your express permission.
- 3.7.7 Please discuss this with us if you have any concerns or queries about copyright issues.

4.0 BUYING FROM US

- 4.1 You can buy through our website, by post or telephone. By placing an order you are deemed to have accepted our terms and conditions.
- 4.2 We accept Credit and Debit Card payments either on our website or by telephone. We accept MasterCard / Visa / Visa Electron / JCB / Solo /Maestro. We do not accept American Express or Diners Club.
- 4.3 We process all website payments through the Paypal Merchant Payment Gateway via Roman Cart. You are not required to have a Paypal account to use this service.
- 4.4 For telephone or postal payments we use Streamline Services - a division of Royal Bank of Scotland.
- 4.5 All transactions will be carried out in GB pounds (£).
- 4.6 We do not store your payment card details on our systems.
- 4.7 We have chosen to process our orders in this way to ensure that you can have confidence in the security of your personal and financial information. Paypal, Roman Cart and Streamline are respected operators providing industry approved data security.
- 4.8 We also accept cheque payments - you may order online or by telephone and we will await your cheque before processing your order. You can also order by post enclosing your cheque. Goods will not be delivered until payment has cleared.
- 4.9 For personal customers - we normally need payment at the point of order and goods will only be dispatched when payment has cleared.
- 4.10 For trade, charitable and public authorities or government organisations we may agree to invoice at delivery. Credit terms are subject to payment within 28 days of invoice unless we agree other terms with you. We reserve the right to apply interest at 2.5% above base rate for overdue accounts, applied weekly.
- 4.11 All goods purchased from us remain our property until the account is settled in full.

5.0 ORDER PROCESS - STOCK PRODUCTS

- 5.1 When you have placed an order you will receive an email acknowledgement of the transaction with a reference to enable you to track progress.
- 5.2 We reserve the right to refuse any order and provide a full refund.
- 5.3 Confirmation of your order and delivery details will be provided in subsequent communications as soon as these have been arranged.



Picture It PhotoArt - Terms & Conditions

- 5.4 You can contact us at any stage to discuss your requirements in more detail or check on the progress of your order. If your order is urgent contact us by email or telephone before ordering to confirm that we can meet your deadline.

6.0 ORDER PROCESS - PERSONALISED PRODUCTS

- 6.1 For bespoke or personalised products ordered on the website, once we have received your order we will contact you to discuss your exact requirements and send free samples or drafts as appropriate for approval. If as a result of the discussions, you decide not to proceed with your order we will provide a full refund. Only when your final choice is made and confirmed with you will we begin production.

- 6.2 For bespoke or personalised products ordered by telephone or post, once we have received your order we will contact you to discuss your exact requirements and send free samples or drafts as appropriate for approval. If as a result of the discussions, you decide not to proceed with your order there is nothing to pay. Only when your final choice is made and confirmed with you will we begin production and take payment.

7.0 DELIVERY

- 7.1 All our products come with free mainland UK delivery, for other destinations please contact us for delivery costs.

- 7.2 We will endeavour to process and despatch orders for stock items within 5 working days, and within 28 days for bespoke and personalised products.

- 7.3 We will always try to meet more urgent delivery deadlines, but a surcharge may apply. If you need faster delivery, please contact us to discuss this - we are usually able to oblige.

8.0 CANCELLATIONS

- 8.1 **If you change your mind for any reason** and wish to cancel your order you should do this as soon as possible. Contact us by email at sales@pictureitphotoart.co.uk or telephone 0560 255 7219.

- 8.2 If you cancel an order for a stock item we will give a full refund and if this is cancelled before delivery there will be no further charges.

- 8.3 Because we want you to be delighted with your product you may also cancel your order for any reason up to 10 days after receipt and receive a full refund.

- 8.4 We do not provide a free return service so all we ask is that you return the product in a good re-saleable condition, and ideally in the original packaging, at your own expense. Refunds will be processed when the item has been received by us and will be confirmed by email or telephone.

- 8.5 If you wish to cancel an order for a bespoke item after you have made your final choice and production has commenced, please contact us to discuss the options available. We try to make sure that you are able to make an informed choice about personalised art including, where possible, supplying free samples before you order. For this reason and because most bespoke products are unique and personal they cannot be resold and therefore refunds are not always possible.

- 8.6 In these circumstances please contact us and we will work with you to try to resolve the situation. Because we want you to be a satisfied customer we will do all we can to help.



Picture It PhotoArt - Terms & Conditions

9.0 RETURNS

- 9.1 We take care to ensure that all our products are in excellent condition when they leave us. But in the unlikely event that your order arrives in a damaged or faulty condition or you are not happy with the quality or functionality, please contact us immediately, and within 7 days of delivery with details of the problem. Send an email to sales@pictureitphotoart.co.uk or telephone 0560 255 7219.
- 9.2 We will then arrange for the product to be collected at a time and place convenient to you and after we have inspected the item, you can choose to have either a full refund (including delivery costs), or a replacement product at no additional cost.
- 9.3 If a quality issue arises at a later stage please contact us as above. We want you to be fully satisfied with our service and we will do our best to resolve any issues to your satisfaction.

10.0 PRIVACY OF YOUR INFORMATION

- 10.1 We recognise the importance of protecting your privacy and your personal data.
- 10.2 We collect only the basic personal details required to process your order. We will not release your name, address, email address or any other information about you to any outside party.
- 10.3 We will never sell or pass your information to any other companies, organisations or individuals.
- 10.4 If you provide us with an email address we will add you to our emailing list unless you opt out. You can also opt out of our regular mailings at any stage and each emailing will contain details of how to do this. If you opt out of our emailing list, this will be activated within 7 days.
- 10.5 We do not store any credit/debit card details on our systems - these are processed for us by Paypal and Streamline.
- 10.6 Information you supply to us through our ordering facility is protected by 128-bit industry-standard Secure Sockets Layer (SSL) encryption. The encryption is intended to prevent unauthorised access to your personal details during transmission.