

Terms of Sale

About

Please read the our terms of sale carefully. They formally set out the agreement between us when you order from our website.

If you have any questions about our terms, please contact us by [e.mail](mailto:) before using or ordering from our website.

Terms of Sale

These terms and conditions ("the Terms of Sale") and The Consumer Protection (Distant Selling) Regulations 2000 apply to all purchases of goods and/or services from Berkhamsted Imaging Centre Ltd of 226 High Street Berkhamsted HP4 1AG, a limited liability company, incorporated in England & Wales, whose company registration no. 05316364 ("Berkhamsted Imaging") via its website at www.berkhamsted-imaging.co.uk and/or any other alternative domain name that resolves to it ("the Website").

Parties

Any reference in the Terms of Sale to "us", "we", "our", "the Company" or "BIC" refers to Berkhamsted Imaging and where the context permits shall include the officers employees and or authorised agents of the Company.

Any reference in the Terms of Sale to "you" or "your" means you and refers to the person or legal entity accessing, using or ordering from the Website.

Acknowledgement and acceptance of the Terms of Sale

When you order goods and/or services from the Website you agree to be bound by these terms and conditions.

Supply to mainland UK only

The Website may be accessed by United Kingdom and overseas residents. However, goods and/or services will only be supplied and delivered to residents living at verifiable addresses within the mainland United Kingdom.

Formation of the Contract

Your order constitutes an offer to Berkhamsted Imaging to buy goods and/or services.

All orders are subject to acceptance by Berkhamsted Imaging and such acceptance will be by way of an email from us confirming that we have received payment for the goods and/or services and that the order has been accepted ("Order Confirmation"). The contract between you and Berkhamsted Imaging will only be formed when you are sent an Order Confirmation.

For the avoidance of doubt, all payments tendered by you online are handled initially by our payment service providers and therefore any confirmation or notice of a payment issued by them to you, does not mean that we have received your payment or that your order has been accepted.

Your personal information

When you purchase goods and services from the Website, we need you to provide some personal information about yourself e.g. your name, address, email address, telephone number or other details ("Customer information"), so that we can process your order.

Sometimes, we may need further details from you, e.g. to confirm some specific aspect of your order or simply to let you know that it is available for collection.

To do this we need to be able to contact you by telephone and e.mail and experience tells us that relying on just one of these methods is not good for our customers, because, people sometimes mistype their phone number or e.mail address; but they rarely get both wrong at the same time.

You, therefore, agree to provide us with current, complete and accurate Customer Information via the Website and that we may contact you by telephone and or e.mail about your order and any matter related to it.

Pricing and Product information

Berkhamsted Imaging has taken care to ensure the accuracy of all the information about products and services which is on the Website.

However, despite our best efforts, it is possible that your order or an item may be incorrectly described, priced or calculated, therefore we do not accept liability for any errors or omissions in pricing, stock availability and or description on the Website.

The price of your Order will be as quoted on the Website, except in cases of obvious or significant error.

We normally verify prices and payments as part of our order fulfilment procedure. If a item's correct price is higher than the price stated on our site, we will, at our discretion, either contact you for instructions before despatch, or reject your order and notify you of such rejection.

We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and could have reasonably been recognised by you as a mis-pricing.

Similar Products may be available at different prices on Website and in our Shop.

VAT

Prices include VAT (where applicable).

Our VAT Registration number is 851 17640 30.

Order Value

Orders may subject to a service fee and or both minimum and maximum order values.

Order Fulfilment

Accepted Orders will normally be fulfilled on the same working day as delivery of the Order Confirmation.

However, time shall not be of the essence and an accepted order may be fulfilled at any time within 28 days of the the Order Confirmation. If, for any reason, we are unable to supply the goods and/or services you have ordered with 28 days of the Order Confirmation, we will instruct our payment service provider to issue you with a full refund within 30 days of the Order Confirmation.

Delivery Address

You must provide us with a correct delivery address details at time of ordering. If you enter an incomplete inaccurate or incorrect address, we shall not be obliged to re-send the order to the correct address at our expense.

Delivery Dates

We will provide you with an estimated date for delivery for your order and while we will take care to ensure delivery by this time, we are unable to guarantee delivery dates or times.

If an order does not arrive within 3 days of the estimated date for delivery, please let us know as soon as you can. Once we learn that an order has not arrived, we will lodge enquiries with the courier to ensure delivery occurs as soon as possible.

Where an order appears to have been lost in transit, replacement items will be dispatched at our discretion and only following the conclusion of our enquiries with the courier.

We will not accept liability for any loss or damage arising from items lost, stolen or damaged in transit in circumstances beyond our direct control.

Delivery of fragile items

We will, at your request, arrange for the delivery of fragile or delicate items, including but not limited to photo prints and picture frames. However, these items, even when properly packed, are prone to damage in transit. We therefore recommend that you collect such items from our Shop.

If, nonetheless, you ask for them to be delivered you assume all risk associated with their delivery and we will not be liable for any damage which occurs to them in transit or otherwise after they have been dispatched from our shop.

Returns and refunds

If the items we deliver to you are not what you ordered or are damaged or defective in any way, please let us know as soon as you can and no later than 14 days of delivery by [e.mail](#).

Your email must include:

- Your name and contact information
- An order reference or invoice number.
- The reason you want to return the product, including, where the item is defective, the nature of the defect and date that you discovered it.

Please do not post any items back to us, until we will send you Return Authorisation Message.

All returned items must be unused, in original condition and returned in their original packaging. If you return items to us, you are responsible for arranging and paying for their return to us.

Once we have received the returned items and established that they have properly been returned, we will (at your request) either instruct our payment service provider to issue you with a full refund, or replace the goods you received with goods the ones you ordered within 30 days of the Order Confirmation.

Sale items

Items marked as “*Sale items*” may be seconds, have incomplete documentation or packaging and/or have minor cosmetic or other defects.

All Sale items are sold “as is” and sales of such items are final.

Cancellations

By law, you are entitled to cancel your order (by letter, fax or email only) within 8 working days of receipt of the goods and/or services unless:

- The goods and/or services you have purchased have been personalised for you i.e they are bespoke.
- You have purchased audio/video recordings which have been unsealed
- You have purchased newspapers, periodicals or magazines.

You must take reasonable care of the goods while they are in your possession.

If you cancel your order, you are responsible for arranging and paying for the return of the goods to us. We will refund the money you paid for the goods and/or services within 30 days of notice from you that you have cancelled your order.

If you accept the commencement of services within the 8 working day cancellation period, you are not entitled to cancel the service.

Please note that the majority of the goods and or services Berkhamsted Imaging provides are bespoke e.g. the printing or framing of your photos is personal to you and the commencement of our services begins when your Order Confirmation is sent, therefore, in practice, you may not be entitled to cancel an order.

Uncollected Orders

If you place an order with us which you choose to collect from us but it remains uncollected 90 days after the Order Confirmation, we shall be under no obligation to retain your items further and you acknowledge and accept that we may dispose of the items, at our discretion.

We will normally try to contact you again before disposing of any uncollected orders but we shall be under no obligation to do so.

Rejected Orders

Berkhamsted Imaging may, at its discretion, reject any order.

Orders may be rejected, for example, if they appear to be unlawful; include materials which are themselves unlawful, offensive or otherwise objectionable or are not commercially viable.

We will normally try to contact you to explain your order has been rejected but we shall be under no obligation to do so or to provide our reasons for doing so.

Data protection policy

Any personal information collected through the Website will only be used to process your order and to help us analyse the website and our business performance. Personal data will be processed in compliance with the principles of the Data Protection Act 1998 and our [Privacy Policy](#).

Berkhamsted Imaging does not hold customer credit or debit card details on its website or any of its data systems. All credit or debit card details are managed by our payment service providers who comply with the payment industry's highest standards for data protection and transaction security.

Your Obligations

By placing an order with us you affirm that:

- You are 18 or more years old
- You have provided us with current, complete and accurate Customer Information

- You are lawfully entitled to reproduce any items which you are asking us to print or otherwise reproduce and that we may lawfully act on that instruction.
- You have not removed any copyright notice from any material used in preparing the subject matter for reproduction.

Copyright of items to be reproduced

You acknowledge and accept that because an item does not have to bear a copyright notice in order to be protected by copyright law, the absence of such notice does not necessarily give you a right to reproduce it.

You acknowledge and accept that where a third party is the copyright holder of an item, has reserved its rights and the item displays a copyright notice, you may nonetheless have a right to reproduce it by law, for example, with permission, under licence or by virtue of the fair dealing etc. provisions of the Copyrights Designs and Patents Act (1998) as amended.

You agree that Berkhamsted Imaging shall be under no obligation to examine, investigate or otherwise enquire as to the copyright status, any permissions or licensing arrangements for and/or the nature and quality of your dealings with of any item which you ask us to print or otherwise reproduce.

You agree to indemnify and hold Berkhamsted Imaging harmless for all liabilities, costs, damages, and/or legal fees that may be incurred by it as a result of any proposed or actual legal proceedings initiated by any third party in connection with any alleged infringement of any of its intellectual property or other commercial rights said to exist in any item which you ask us to reproduce.

Colour proofing

You acknowledge and accept that differences in equipment, media, inks, and other conditions may give rise to differences between the appearance of source images and the prints made from them and that some reasonable variation in colour between source images and/or proofs thereof and the final print is to be expected.

Where colour variation occurs, provided the accuracy of the colour reproduction exceeds 95%, it will be considered acceptable performance and Berkhamsted Imaging shall be under no obligation to reprint any such item at its cost.

Fraud

Berkhamsted Imaging reserves the right to take legal action against any person(s) committing or attempting to commit online fraud.

Extent of Liability

To the maximum extent permitted by law, Berkhamsted Imaging shall not be liable to you or any third party for any costs or damages, including, but not limited to, any lost profits, lost savings or lost income which may result from the use or inability to use the Website and or orders place on it.

Without prejudice to the generality of the foregoing, Berkhamsted Imaging shall not be liable to you or any third party for:

- loss or damage suffered by you or someone else when Berkhamsted Imaging complies with these terms or the law generally;
- loss or damage which is caused by Berkhamsted Imaging not complying with these terms but which Berkhamsted Imaging could not anticipate nor expect to happen as a result of your use of the Website and/or your order;
- any loss which is indirect or a side effect of the main loss or damage and which Berkhamsted Imaging could not anticipate nor expect to arise as a result of your use of the Website and/or your order, for instance if you lose revenue or salary, profit, opportunity or reputation;
- provided Berkhamsted Imaging complies with its Privacy Policy, any loss of data or damage to your device or software; and
- any loss or damage if the Website is not provided to you or is interrupted or suspended or if Berkhamsted Imaging does not comply with the Terms because of events beyond its control, such as an act of God, accident, fire, lockout, strike or other official or unofficial labour dispute, civil commotion rule or order or act of Government or other act or event beyond the reasonable control of Berkhamsted Imaging.

Limitation of liability

You agree that Berkhamsted Imaging's total liability to you, howsoever arising, shall not exceed £5 (five pounds) or the total amount paid by you to us in connection with your order, whichever is the greater. You further acknowledge and accept that as that no charge is made to access the Website, such limitation is fair reasonable and a commercial requirement for the Company.

Your rights as a Consumer

Nothing in the Terms shall exclude or limit either our or your liability for death or personal injury caused by negligence or for fraud, or where you are a consumer, shall exclude or limit your statutory rights as a consumer.

For further information about your legal rights as a consumer you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

Exercise or enforcement of rights

If Berkhamsted Imaging decides not to exercise or enforce any right that it has against you at a particular time, then this does not prevent us from deciding to exercise or enforce that right later.

Enforceability of terms

If any part of these terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from these terms and the remaining parts of these terms will continue to be enforceable.

Third parties

These terms do not create or infer any rights that are enforceable by any person or legal entity who is not party to this agreement.

No Transfer of rights

You may not assign, sub-license or otherwise transfer any of your rights and obligations arising from this agreement to any other person.

Law

The Terms of Sale and the relationship between you and Berkhamsted Imaging shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided by the Courts of England and Wales.

The section titles included in the Terms of Sale are for convenience only and have no contractual effect.