

Terms and Conditions of Supply

Your purchase of any of the goods through this website ('the Site') is subject to the following Terms and Conditions of Supply, which together with our Privacy Policy and Terms and Conditions of Use govern Deborah Anne Photography's relationship with you in relation to this Site. If you disagree with any part of these terms and conditions, please do not use this Site.

Deborah Anne Photography is a trade name of Deborah Anne Limited, a company registered in England and Wales with company number 7644746 and having its registered address at Clarendon House, 20 – 22 Aylesbury End, Beaconsfield, Buckinghamshire HP9 1LW ('us' or 'we'). The term 'you' refers to the purchaser of products from this Site.

Please note that these Terms and Conditions of Supply apply only to those products purchased directly through this Site. We will send you separate terms of conditions for other services and/or products you purchase from us but not directly through this Site. Photography services for example cannot be purchased directly through this Site.

These Terms and Conditions of Supply are effective from 24 May 2011 but we reserve the right to change these terms and conditions from time to time.

Ordering

After placing an order you will receive an email from us acknowledging that we have received your order but please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the relevant Product(s). All orders are subject to acceptance by us. We are not obliged to accept your order and may, in our discretion, decline to accept any order. Where we accept your order, we will confirm such acceptance to you by sending you an email that confirms our acceptance.. The contract between you and us in relation to the Products ordered (Contract) will only be formed when we send you the confirmation. The Contract will relate only to those Products whose booking we have confirmed. We will not be obliged to supply any other Products which may have been part of your order until we have confirmed this separately.

Price and payment

Prices and delivery costs are liable to change at any time, but changes will not affect orders in respect of which we have already sent you confirmation. The Site contains a range of Product packages and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly priced. We will normally verify prices as part of our booking procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when confirming your order. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before confirming your order, or reject your order and notify you of such rejection.

You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment

for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee and we are not responsible for this.

Cancellation

You acknowledge that the Products available on the Site are customised photographic products created to order. As such, once an order is made it cannot be cancelled. This does not affect your statutory rights including in relation to damaged or faulty products.

Products

We warrant that the Products will be of reasonable quality. If any Product you order is damaged or faulty when delivered to you, we will offer a replacement in accordance with your statutory rights. If you believe a Product was delivered damaged or faulty, please inform us in writing within 28 days, giving us your name, address and order reference. Nothing in this section affects your statutory rights.

The photographs and images that appear on our Site are provided by way of example only. The quality of any Products will be reflected by the options selected by you. The delivery date of any Products will be set out in our email confirmation or, if no delivery date is specified, then within a reasonable timeframe, unless there are exceptional circumstances.

Intellectual Property Rights

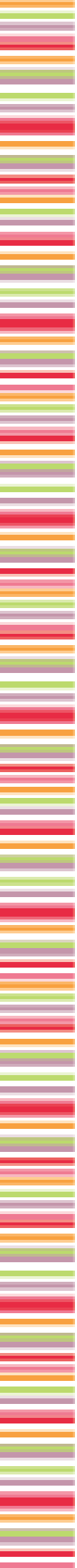
All intellectual property rights (including, but not limited to, copyright and related rights, rights in design and moral rights) in the Products shall be owned by us. We agree to provide you with a free of charge license provided on a non-exclusive basis for your personal non-commercial use of the Products.

Liability

Nothing in these Terms and Conditions of Supply shall limit or exclude our liability to you: for death or personal injury caused by our negligence; for fraudulent misrepresentation; for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or for any other liability that may not, under English and Welsh law, be limited or excluded. Subject to this, in no event shall we be liable to you for any indirect or consequential losses incurred by you, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses. These Terms and Conditions of Supply set out the warranties conditions and terms that apply to the Products. No other warranties conditions or terms apply and all implied warranties conditions and terms are hereby excluded. Any liability we do have for losses you suffer arising from any Contract is strictly limited to the purchase price of the relevant Products. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control.

General

You may not transfer or assign any or all of your rights or obligations under any Contract. All notices given by you to us must be given in writing to the email address set out at the end of these terms and conditions. We may give notice to you at either the email or postal address you provide to us when placing an order. If we fail to enforce any of our rights, that does not



result in a waiver of that right. If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected. These Terms and Conditions of Supply may not be varied except with our express written consent.

These Terms and Conditions of Supply and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract. These Terms and Conditions of Supply will be governed by and construed in accordance with the law of England and Wales and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Please submit any questions you have about these terms and conditions or an order you have placed or ordering in general by email to info@deborahannephotography.co.uk.