



foto-fusion

personalised contemporary greetings cards

## terms and conditions

updated December 2005

### Important

By accessing this Site, you agree to these terms and conditions. If you do not agree with these terms and conditions then you are not authorized to use or access this Site.

### Definitions

'You' means the user of the Site, 'we', 'us' and 'our' means Foto-fusion, 'Gallery photographs' refer to all photographs contained within the Foto-fusion Gallery section of the Site, 'Site' means the site on the World Wide Web located at [www.foto-fusion.co.uk](http://www.foto-fusion.co.uk), and 'Content' means information and other material available within the Site.

### Rights Granted / Rights Reserved

The Content is for your personal use only and you may download the content onto only one computer harddrive. You agree not to (and agree not to assist or facilitate any third party to) copy, distribute, transmit, reproduce, publish, commercially exploit or produce derivative works from the Content.

### Use of the Website / Abuse of Service

You agree not to use the website directly or indirectly for any unlawful purpose or so as to cause distress or offense to any person. We reserve the right not to process your order if we decide that you are using the website for such purposes and ban you from placing orders with us in the future. In such an event we will refund any payment made to you.

### Copyright

All copyright, design rights and intellectual property rights existing in our designs and products and in the images, text and design of this website are and will remain the property of Foto-fusion. Any infringement of these rights will be pursued vigorously.

You agree and undertake with Foto-fusion that you own the rights to the pictures you submit for reproduction and that you have obtained any relevant permission to use them for reproduction. Regrettably, we will be unable to reproduce photographs for which you have not obtained the relevant consents.

Foto-fusion 'Gallery' images remain the sole property of Foto-fusion and we maintain full copyright.

We shall not:

- own the copyright for the content of any material not created by us
- own the copyright for any logos, text, illustrations or photographs supplied to us by yourselves or any third party copyright holders
- be obliged at any time to give our working materials (files, disks etc) or copy of them to you
- be obliged to maintain copies of artwork which we have undertaken for you either in a computerized format or a hard copy format.

### Availability of the Website

You acknowledge that it is technically impossible to provide the Site free of faults and that we do not undertake to do so, that faults may lead to temporary unavailability of the Site; and the operation of the site may be adversely affected by the conditions and performances outside our control, including, without limitation, transmission and telecommunication links between us and you and between us and other systems and networks. We and/or suppliers may make improvements and/or changes in the Site at any time.

### Computer Files and Viruses

You must ensure that any disks or files supplied are free from computer viruses and you shall virus check all files before they are supplied us. This applies whether the files are supplied on computer disk or via the internet.

You shall indemnify us:

- against the cost of any loss of, damage to, and restoration of any of our data or computer systems caused by a virus, together with the cost of removing such virus(es).
- any claims, costs and expenses arising from the infection with such a virus, including any amounts paid on a lawyer or solicitors advice in the settlement of any claim (including to a third party to whom a virus may have spread).

### Proof

You are responsible for:

- clearly and specifically conveying your requirements to us
- thoroughly checking your proof for any errors and omissions
- clearly indicating any amendments on your proof.

### Colour Reproduction & Quality

We will:

- make every effort to obtain the best possible colour reproduction of your photograph, logo and text given the limitations of the production process.
- not guarantee an exact match in colour between your original colour photograph and the final printed article because of the processes and materials involved.
- not guarantee the archive quality (fading over time) or waterproof properties of the product due to the nature of the printing process.

You must:

- ensure that the colour photograph, artwork or logo submitted is suitable for the work in hand as we cannot accept any liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

### Prices

Prices are quoted on the 'pricing' section of the website. Prices are shown inclusive on VAT (Value Added Tax) where applicable. Payment details must be provided by you on the date that we accept your order.

### Payment Terms

Payments can be made by Mastercard, American Express, Visa, Debit or Switch. Payment will be debited from your account before work will commence on your order.

You confirm that the debit / credit card being used is yours.

We also accept payment by cheque, however, the goods cannot be dispatched until the cheque has been cleared. Please send the cheque with the Job Number on the reverse along with your Proof Acceptance Form to Foto-fusion, Sherrington Barn, Chapel Lane, Heapey, Chorley, Lancashire PR6 8EW.

You may also order by telephone by calling 01257 279100, Monday to Friday during normal office hours. Please have to hand the details of the goods you wish to purchase and the method of payment.

We will take all reasonable care in so far as it is in our power to do so to keep the details of your payment and order secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Site.

### Delivery

We aim to post all orders within the timeframe published in the delivery and postage section at the time of purchase. Despatch and delivery may be affected by bank holidays.

### Cancellation of Orders

If you cancel an order after we have commenced work on it, you shall be charged the full order value or such lower amount as we may (in our sole discretion) determine.

### Return of Defective Goods

Due to the bespoke nature of our product we cannot accept returns as long as they comply with your signed proof acceptance form.

### Risk and Property

Once the goods have been received by you, all risk of damage to, or loss of, the Goods shall pass to you.

We do not accept responsibility for photographs supplied by you whilst in our possession or in transit to or from you. Whilst every care is taken, we do not accept liability for loss or damage to your photograph.

### Unforeseen Circumstances

While every effort will be made to meet customers demands, cancellation or variations may be necessary as a result of Act of God, war, strike, lock out, labour dispute, fire, flood, drought or other causes beyond the control of Foto-fusion.

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