

IAN JOHNSTONE, TRADING AS COLOURSTONE PHOTOGRAPHY

TERMS AND CONDITIONS RELATING TO THE PURCHASE OF PRODUCTS

“TERMS AND CONDITIONS FOR PRODUCTS”

- 1. THIS DOCUMENT**
 - 1.1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the goods and services (the 'Products') listed on this website (the 'Website') to you.
 - 1.2. Before confirming your order please:
 - 1.2.1. Read through these terms and conditions (the 'Conditions') and in particular our cancellations and returns policy at clause 12 and limitation of our liability and your indemnity at clause 16;
 - 1.2.2. Print a copy for future reference;
 - 1.2.3. Read our Privacy Policy regarding your personal information;
 - 1.2.4. Read our Standard Terms and Conditions regarding our Photography Services.
 - 1.3. By ordering any of the Products listed on this Website, you agree to be legally bound by these Conditions. These terms and conditions as may be modified or amended and posted on this Website from time to time.
 - 1.4. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.
- 2. ABOUT US**
 - 2.1. This domain name is owned and operated by ColourStone Photography ('us') of 76 Kingshayes Road, Aldridge, Walsall, West Midlands, WS9 8RZ. The website is hosted by PhotoBiz LLC, 516 W Friendly Ave, Greensboro, NC 27401.
- 3. COMMUNICATIONS**
 - 3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
 - 3.2. We will contact you by email or provide you with information by posting notices on our Website.
- 4. OVERSEAS ORDERS**
 - 4.1. Our Website is only intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom).
 - 4.2. We will not accept orders for goods from individuals located outside the United Kingdom. We may agree to provide our services if you are resident in the European Economic Area (EEA), subject to reserving a right to amend the specifications or standards of the services offered on the Website and/or these Conditions or to refuse to accept an order for our services from you, if it will put an excessive strain on our business or if we have an objective reason for doing so. If we accept your order, you will be liable to pay for all and any additional costs that we incur in order to facilitate your order. You will have an opportunity to cancel your order in case the additional costs are not acceptable.
 - 4.3. If we agree to supply any services ordered from the Website for delivery outside the United Kingdom they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including the cost of delivery (in the case of goods). Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.
 - 4.4. Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.
 - 4.5. You must comply with all applicable laws and regulations of the country for which the services are destined. We will not be liable for any breach by you of any such laws.
- 5. REGISTRATION**
 - 5.1. When registering or placing an order from the Website you must enter your valid e-mail address.
 - 5.2. By registering or placing an order from the Website you undertake:
 - 5.2.1. That all the details you provide to us for the purpose of registering on the Website and purchasing the Products are true, accurate, current and complete in all respects;

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- 5.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information;
- 5.2.3. That you are over 18 or if under 18 you have a parent or guardian's permission to register with and purchase the Products from this Website in conjunction with and under their supervision;
- 5.2.4. To only use the Website using your own email address.
- 5.3. You authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.
- 5.4. We reserve the right to terminate an agreement formed with you pursuant to clause 9 below and to suspend or terminate your access to the Website immediately and without notice to you if:
- 5.4.1. You fail to make any payment to us when due;
- 5.4.2. You breach these Conditions (repeatedly or otherwise);
- 5.4.3. You are impersonating any other person or entity;
- 5.4.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity;
- 5.4.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website.
- 6. ELIGIBILITY TO PURCHASE FROM THE WEBSITE**
- 6.1. To be eligible to purchase the Products on this Website and lawfully enter into and form contracts with us, you must:
- 6.1.1. Be 18 years of age or over or if under 18 you have a parent or guardian's permission to purchase the Products from this Website in conjunction with and under their supervision;
- 6.1.2. Be legally capable of entering into a binding contract;
- 6.1.3. Provide full details of an address in the United Kingdom for delivery of goods and, if purchasing services, an address in the United Kingdom or the European Economic Area (if you reside in the EEA).
- 7. PRICE**
- 7.1. The prices of the Products are quoted on the Website.
- 7.2. Prices quoted for delivery (in the case of goods) and for performance (in the case of services) are for the United Kingdom unless otherwise specified.
- 7.3. Unless otherwise stated, the prices quoted exclude delivery costs (in the case of goods). The delivery costs will be added to the total amount due from you at their current rate.
- 7.4. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Products to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery of the goods and/or we have commenced providing the services.
- 8. PAYMENT**
- 8.1. Payment can be made by any major credit or debit card or through an electronic payment account via Paypal.
- 8.2. By placing an order, you consent to payment being charged to your debit/credit card account via Paypal.
- 8.3. Payment will be debited and cleared from your account before the dispatch of the goods or provision of the service to you.
- 8.4. By accepting these Conditions you:
- 8.4.1. Undertake that all the details you provide to us for the purpose of purchasing the Product are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Products ordered;
- 8.4.2. Undertake that any and all Products ordered by you are for your own private or domestic use only and not for resale.
- 8.5. We shall contact you should any problems occur with the authorisation of your card.

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- 8.6. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment 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 our Website.
- 9. ORDER PROCESS AND FORMATION OF A CONTRACT**
- 9.1. All orders are subject to acceptance and availability. If any Products ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.
- 9.2. Any order placed by you constitutes an offer to purchase the Products from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.
- 9.3. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.
- 9.4. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Products ordered by you from the Website.
- 9.5. A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we have ordered the goods from our supplier and/or shall be providing the requested service and, where appropriate, have made it available to be downloaded. We will send you an email to confirm this (a 'Confirmation Order'). The Confirmation Order will amount to an acceptance of your offer to buy the Products from us. The Contract will only be formed when we send you the Confirmation Order (whether or not you receive it).
- 9.6. Where we agree to supply Products to you permanently or on an ongoing (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase and is provided on the Website.
- 9.7. The Contract will relate only to the Products stated in the Confirmation Order. We will not be obliged to supply any other Products which may have been part of your order until we have sent you a separate Confirmation Order relating to it.
- 9.8. You must check that the details contained in the Confirmation Order are correct and you should print it out and keep a copy of it.
- 9.9. You will be subject to the version of our policies and Conditions in force at the time that you order the Products from us, unless:
- 9.9.1. Any change to those policies or these Conditions is required to be made by law or governmental authority.
- 9.9.2. We notify you of any change to our policies or these Conditions before we send you the Confirmation Order, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Confirmation Order.
- 10. DELIVERY**
- 10.1. The Products will be delivered to you at the address you provided during the order process which must be the address that is the billing address of your payment card. We may where appropriate and at our option, deliver all or part of the goods, to the email address you supplied on registration or such other email address that we agree to use to communicate with you.
- 10.2. We employ professional carriers. Nevertheless, you must examine the goods on arrival. If you are asked for your signature on delivery, you must examine the goods before signing for it.
- 10.3. Any dates quoted for delivering the goods and/or completing performance of the service are approximate only. If no date is specified then it will take place within 30 days or a reasonable time of the date of the Confirmation Order, unless there are exceptional circumstances. Please note that, due to the nature of our business, some Wedding Albums or Books may take approximately 6-8 weeks.

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- 10.4. We shall not be liable for any delay in delivering the goods and/or completing performance of the service, however caused.
- 10.5. The Products may be sent to you in instalments.
- 10.6. For Christmas deliveries, we recommend that you check our Website for the last date of delivery.
- 11. RISK AND TITLE**
- 11.1. The goods will be at your risk from the time of delivery.
- 11.2. Ownership of the goods will only pass to you when we receive full payment of all sums due in respect of them including the cost of delivery (in the case of goods).
- 12. CANCELLING YOUR CONTRACT AND RETURNS**
- 12.1. Cancelling before receiving a Confirmation Order**
- 12.1.1. You may cancel your order for the Products at any time prior to receiving a Confirmation Order from us so long as you contact us in writing. You can send us a cancellation notice by sending an email to:
studio@colourstonephotography.co.uk
or by letter to 76 Kingshayes Road, Aldridge, Walsall, West Midlands, WS9 8RZ. Your cancellation notice must quote your name, address, the name or a description of the Products and your order reference number.
- 12.2. Exception to the right to cancel**
- You will not have a right to cancel an order for goods and services purchased from us, in the following situations:
- 12.2.1. If you expressly agree to us beginning to provide any services before the end of the cancellation period;
- 12.2.2. The Contract is for goods which are bespoke or have been personalised (such as photographic images) or which may deteriorate (such as food);
- 12.2.3. The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us;
- 12.2.4. The Contract is for the supply of:
- 12.2.4.1 Audio or video recordings and computer software if unsealed by you;
- 12.2.4.2 Audio or video recordings and software and other items that you have successfully downloaded where a free trial or demonstration was available to you to view or download.
- 12.3. Damaged, faulty or wrongly delivered goods**
- 12.3.1. We will offer you a refund of the full purchase price, including the cost of delivery for sending the goods to you, and the cost of returning the goods to us, provided that you return the goods to us and the conditions set out in paragraph 12.5.2. are met. We must also be reasonably satisfied that:
- 12.3.1.1. the goods have not suffered damage after delivery;
- 12.3.1.2. the goods have not been misused or used other than in accordance with the instructions; and
- 12.3.1.3. the problem is not due to normal wear and tear.
- 12.3.2. In addition to the requirements of paragraph 12.5.1, the goods in terms of which you are claiming a refund must have:
- 12.3.2.1. been damaged on delivery;
- 12.3.2.2. been delivered in a faulty condition;
- 12.3.2.3. have been delivered to you in error.
- 12.4. Alternatively, at your option, instead of a refund (and subject to returning the goods as required under this clause) we will replace the goods with the same or a similar product (subject to stock availability).
- 12.4.1. Sometimes the product specifications from the manufacturer may change, in which case, if you request a replacement, we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with the replacement, you can return the goods to us.
- 12.4.2. In order to claim a refund or replacement item please send us a cancellation notice as soon as you become aware of a problem and no later than 3 working days after receipt or the fault developing by email to:
studio@colourstonephotography.co.uk
or a letter to 76 Kingshayes Road, Aldridge, Walsall, West Midlands, WS9 8RZ. Your cancellation notice must quote your name, address, the name or a description of the goods, a brief description of the problem,

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- fault or damage and your order reference number.
- 12.4.3. Upon receiving your cancellation notice, we will contact you and provide details of where you must return the goods and other relevant instructions. You must then immediately return the goods to us. We reserve the right, at our option, to collect the goods from you. If we wish to collect the goods we will notify you of when they will be collected by us.
- 12.5. Incorrectly priced or described Products
- 12.5.1. Whilst we try and ensure that all the information on our Website is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on the Website has been incorrectly advertised, we will not be under any obligation to sell or provide those Products to you.
- 12.5.2. If we discover the error before sending you a Confirmation Order we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your order.
- 12.5.3. If we discover the error after sending you a Confirmation Order we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify if we cancel the Contract.
- 12.5.4. If your order is cancelled or rejected and you have already paid for the Products, you will receive a full refund in accordance with clause 12.7.
- 12.5.5. Any refund is strictly limited to the purchase price of the Products you purchased.
- 12.6. **Delivery by instalments**
- 12.6.1. The Products may be sent to you in instalments.
- 12.7. **Processing refunds**
- 12.7.1. **Goods**
- 12.7.1.1 We will examine any returned goods and will notify you about your refund or replacement item via email within a reasonable period of time. We will usually process a refund or delivery of a replacement item as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to it.
- 12.7.1.2. We reserve the right to refuse to issue a refund or replacement and to recover the cost of returning or collecting the goods in the event that the goods are found to have suffered damage after delivery or have been misused or used other than in accordance with the instructions or if the problem is due to normal wear and tear or if the goods have not been returned with its original packaging. This does not affect your statutory rights.
- 12.7.2. **Services**
- 12.7.2.1. Read our Standard Terms and Conditions regarding our Photography Services.
- 12.7.2.2. We will notify you about your refund via email within a reasonable period of time. We will usually process a refund as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to a refund.
13. **COMPLAINTS**
- 13.1. If you have a comment, concern or complaint about any Products you have purchased from us, please contact us via email at studio@colourstonephotography.co.uk or by post at 76 Kingshayes Road, Aldridge, Walsall, West Midlands, WS9 8RZ.
14. **INTELLECTUAL PROPERTY**
- 14.1. Read our Website Terms and Conditions of Use.
- 14.2. Products sold by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.
15. **WEBSITE USE**
- 15.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us under our Website Terms and Conditions of Use.
16. **LIABILITY AND INDEMNITY**
- 16.1. Read our Website Terms and Conditions of Use.

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- 16.2. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for:
- 16.2.1. Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)
- 16.2.2. Any loss of goodwill or reputation; or
- 16.2.3. Any special or indirect losses; or
- 16.2.4. Any loss of data
- 16.2.5. Wasted management or office time
- 16.2.6. Any other loss or damage of any kind
- 17. FORCE MAJEURE**
- 17.1. Goods**
- 17.1.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:
- 17.1.2. Strikes, lock-outs or other industrial action;
- 17.1.3. Shortages of labour, fuel, power, raw materials;
- 17.1.4. Late, defective performance or non-performance by suppliers;
- 17.1.5. Private or public telecommunication, computer network failures or breakdown of equipment;
- 17.1.6. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 17.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions;
- 17.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 17.1.7. Acts, decrees, legislation, regulations or restrictions of any government;
- 17.1.8. Other causes, beyond our reasonable control.
- 17.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 17.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 120 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.
- 17.4. Services**
- 17.4.1. Read our Standard Terms and Conditions regarding our Photography Services.
- 18. PRIVACY POLICY**
- 18.1. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).
- 18.2. You can find full details of our Privacy Policy on the Website.
- 19. THIRD PARTY RIGHTS**
- 19.1. Except for our affiliates, , employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 20. AGREEMENT**
- 20.1. The Contract represents the agreement between us in relation to the subject matter of the Contract laid out in these Terms and Conditions and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing, with the exception of those agreements which should be read in conjunction with our Standard Terms and Conditions.
- 20.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any

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express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

- 20.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

21. GENERAL

- 21.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 21.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.
- 21.3. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 21.4. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 21.5. All Contracts are concluded and available in English only.
- 21.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 21.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 21.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3.
- 21.9. Any Contract between you and us is binding on you and us and on our respective successors

and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

22. GOVERNING LAW AND JURISDICTION

- 22.1. Every purchase you make shall be deemed performed in England and Wales.
- 22.2. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.