

Elanders Photo Creator Terms of Use

Terms of Use

Elanders Photo Creator Product Terms & Conditions:

Please read these product terms and conditions (the "Product Terms") carefully as they affect your rights and liabilities under the law and set out the terms under which Elanders makes available the Photo Creator service (the "Service") for the purchase of photographic Products ("Products") printed from digital images. These Product Terms apply to the Service in addition to the General Terms and Conditions.

ACCEPTANCE OF TERMS

Use of the Website constitutes your acceptance of these Conditions which take effect on the date from which you First Use the Website. You are responsible for regularly reviewing the Conditions. Your continued use of the Website after changes are posted constitutes your acceptance of these Conditions as changed from time to time.

These terms and conditions do not affect your statutory rights.

The Service

These Product Terms will not form a binding contract between you (the Customer) and Elanders for the purchase and supply of the Products until the following conditions have been met:

(a) you have submitted your offer to buy certain Products (your "Order") using the order facility provided; and (b) Elanders notifies you by e-mail that your order for those Products has been accepted and Elanders agrees to supply the Products to you in accordance with your specified method of delivery. Elanders will make every endeavour to respond to your Order within a reasonable length of time but the service is provided on an "as is" and "as available" basis, and Elanders makes no representation or warranty that the Service offered will be accessible, or usable by you, or error free. Elanders reserves the right without notice to you, to suspend or alter the operation of the Service, at its sole discretion or for legal or technical reasons. Elanders will give you as much notice as possible prior to taking any such actions but prior notice may not always be feasible for a variety of reasons. All promotional offers (the "Promotion") provided as part of the Service from time to time are limited to one Promotion per customer. A promotion is subject to specific conditions which will include discount level, timeframe, expiry date and limitations relating to the number of orders placed per promotion, Elanders reserves the right to withdraw the Promotion and cancel any related Orders.

You will not be able to cancel an Order after you have submitted it because Elanders may have already started to fulfil it.

The service must not be used for any fraudulent or illegal purposes; for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety and you agree that you will be liable for any action taken against us or against you in relation to such use; and in a manner which constitutes a violation or infringement of any right of person, firm or company (including but not limited to rights of copyright or confidentiality).

Any material submitted by the customer which is deemed inappropriate, offensive, obscene or menacing will be reported to the relevant authorities. The customer accepts full responsibility for all content submitted to Photo Creator and Photo Creator will exercise the right to inform the relevant authorities should unsuitable material be brought to our attention.

Use of the Service

You agree only to send to us your file with the images of which you own the copyright (e.g. you took the photographs or they were taken with your permission with your camera) or images which you are authorised to use. You agree not to send us any images which may be objectionable. You agree not to infringe the intellectual property rights of any third party. You agree to be responsible for any claims, costs, expenses or legal proceedings caused as a result of your use of this Service in contravention of this section. Further, in these circumstances, Elanders shall be entitled to cancel any pending orders for Products made by you and terminate any access permission granted to you by Elanders forthwith, without notice to you.

Delivery

Products will be delivered to you at the address given by you during the ordering process within 6 working days of your Order being accepted by Elanders unless an alternative timeframe is notified to you by Elanders prior to the expiry of specified delivery period. However, the time of delivery is an estimate only and Elanders shall not be liable for any late delivery of the Products or any loss or damage caused as a result.

Please note that we only deliver to addresses within England, Scotland, Wales, Northern Ireland & Republic of Ireland and the Channel Islands

We despatch goods direct to the customer via Royal Mail first class postage or there is an option for the user to pay an extra charge for a fast courier delivery, which can be specified at the point of order.

Returns

In the event that the Products are damaged or defective or do not match the description specified in this Service you can contact Photo Creator staff who will be happy to offer a full refund. If you do receive damaged goods you must send the Products back to Elanders within 14 days of receipt by you. In those circumstances, Elanders will provide a full refund of the Purchase Price together with the return postage and packing. In the event that you return any Products to Elanders in accordance with this section and Elanders can demonstrate that they were not faulty when received by you, Elanders reserves the right to refuse to offer a refund or return the Products to you and to claim the cost of such return postage from you.

Payment

The prices payable for the Products that you order are clearly set out on the WebSite. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before your order is accepted. All prices are expressed inclusive of any VAT payable unless otherwise stated. You can pay by any Mastercard or Visa credit card or most debit cards via the on-line Paypal payment service. Your credit or debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order. You will be charged for items at this time.

General

These Product Terms are subject to English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom. We reserve the right to modify, suspend or discontinue this Service (or any part of it) without notice to you and shall not be liable to you if we exercise these rights. Except as expressly set out in these Product Terms, all use of your personal information will be made in accordance with our Privacy Policy.

Customer Services

If you have an order query, please e-mail us at:

customerservice@photocreator.co.uk

or

Telephone: 0191 2800409

The Service is operated by:

Elanders Hindson Ltd
Company Registration No. 3788582
VAT No. GB 733 8693 02

Data protection

Personal data provided to us through this web site will only be used in accordance with our privacy policy. Please read through this carefully before proceeding. By providing your personal data to us you are consenting to its use in accordance with our privacy policy.