

Terms & Conditions For Oxford Giclée

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Content & Intellectual property rights:

All content on our website is subject to strict ownership and copyright. Title, ownership and intellectual property rights of all content on our website whether provided by us directly or from a third party contracted to do so will remain the the sole property of us and/or the contracted content provider(s). Any breach of said copyright, title, ownership and intellectual property rights will be treated seriously and reported to relevant bodies and/or challenged through legal means (internationally).

All users of our website are restricted from copying, modifying, selling, transmitting and reproducing any content on our website. In addition no distribution, hosting or displaying of said content are allowed. No content whatsoever from our website can be used or exploited by any user of our website, in whole or in part.

Our Website and Security:

You agree that you will not violate or attempt to violate any aspect of the security of our website.

1 The contract between us

1.1 We must receive payment of the whole of the price for the goods that you order before your order can be accepted. If you pay by cheque, we will not be deemed to have received payment until your cheque has cleared. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form, if email is not an option confirmation will be sent via means provided, eg postal address or phone. Our acceptance of your order brings into existence a legally binding contract between us.

1.2 We will only accept orders from Government bodies or educational institutions if these terms and conditions are accepted by the purchaser. Unless specific invoice terms agreed before ordering.

1.3 Notwithstanding the provisions of clause 1.1, if we accept an order from you in the case of business accounts without full payment in advance of delivery, you will pay the price for the goods within 30 days of the date of our invoice. Overdue amounts shall attract interest at the rate of 3% above Barclays Bank Plc from the date of due payment of the invoice until payment.

2 Price

2.1 The prices payable for goods that you order are as set out in our website and are quoted as inclusive and exclusive of VAT. The cost of carriage is shown separately. Published prices are subject to change without notice. We will clarify the cost of your purchase prior to your placement of an order.

2.2 You may be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our website.

3 Consumers only - Right for you to cancel your contract

3.1 If you are purchasing as a consumer, you may cancel your contract with us for the goods you order at any time up to the end of the seventh working day after the date you receive the ordered goods, subject to clause 3.2 below. You do not need to give us any reason for canceling your contract nor will you have to pay any penalty.

3.2 You cannot cancel your contract in the following circumstances:

(i) if the goods you have ordered are computer software, and you have removed the software from the sealed package in which it was delivered to you or the goods are electronic downloads.

(ii) if the goods you have ordered were not off-the-shelf standard products (a bespoke order) but were configured or assembled pursuant to your requirements.

(iii) if the goods returned are not in reasonable or re-sale condition.

3.3 To cancel your contract you must notify us in writing. To do this, please email or write to us at the address provided under clause 9.

3.4 If you have received the goods before you cancel your contract then (unless clause 3.2 applies) you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you are requested to refrain from unpacking the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

3.5 Once you have notified us that you are canceling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in a reasonable condition. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

3.6 Business purchasers have no right to cancel orders under clauses 3.1 to 3.5.

4 Cancellation by us

4.1 We reserve the right to cancel the contract between us if:

(i) we have insufficient stock to deliver the goods you have ordered;

(ii) we do not deliver to your area; or

(iii) one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error or change in the pricing information.

(iv) the customer is offensive or abusive.

4.2 If we do cancel your contract we will notify you by e-mail or by letter and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

5 Delivery of goods to you

5.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order, save that we reserve the right to deliver to your billing address only. Deliveries will not be left unless the goods are signed for.

5.2 Delivery will be made as soon as possible after your order is accepted. We aim (but are not obliged) to dispatch all goods for delivery on the next working day after your payment is cleared. In any event, deliveries shall be made within 30 days after clearance of your payment. We reserve the right to separately ship orders of more than one item (but in such circumstances you will not be charged for additional delivery charges).

5.3 If you are a consumer, then you will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk.

5.4 If you are a business purchaser, then ownership and title in the goods you have ordered will pass to you on the date of delivery or clearance of your payment. Once goods have been delivered to you they will be held at your own risk.

5.5 Goods in transit from us to you are covered by our carrier's insurance.

6 Our Liability (Consumers only)

6.1 This clause 6 applies only to purchases by consumers.

6.2 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, please notify us in writing or by email as soon as possible. To do this, please email or write to us at the address provided under clause 9.

6.3 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, please notify us immediately in writing or by email at the address provided under clause 9.

6.4 If you notify a problem to us under this clause 6, our only obligation will be, at your option:

- (i) to make good any shortage or non-delivery;
- (ii) replace or repair any goods that are damaged or defective; or
- (iii) to refund to you the amount paid by you for the goods in question in whatever way we choose (subject to you permitting us to collect the goods or otherwise arrange for their return to us, at our expense).

6.5 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of data) howsoever arising and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.4(iii) above.

6.6 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

6.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

7 Our Liability (Business purchasers only)

7.1 This clause 7 applies only to purchases by business purchasers.

7.2 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing or by email at our contact address of the problem within 10 working days of the delivery of the goods in question.

7.3 If we notify you of an expected delivery date and the goods are not delivered, then we shall have no liability to you unless you notify us in writing or by email at our contact address of the problem within 3 days of the expected delivery date. If we do not notify you of an expected delivery date and you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing or by email at our contact address of the problem within 40 days of the date on which you ordered the goods.

7.4 If you notify a problem to us under this clause 7, our only obligation will be, at our sole option:

- (i) to make good any shortage or non-delivery;
- (ii) replace or repair any goods that are damaged or defective; or
- (iii) to refund to you the amount paid by you for the goods in question in whatever way we choose.

7.5 We will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of data, profits, business or goodwill) howsoever arising and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 7.4(iii) above.

7.6 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

7.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit our liability in any way that may not by law be excluded nor in any way to exclude or limit our liability for any death or personal injury resulting from our negligence.

8 Warranties

8.1 For business purchasers, we do not warrant that goods sold by us are suitable for any particular purpose. You must satisfy yourself before ordering that the goods are suitable for any purpose you intend for them.

8.2 All goods are sold with the benefit of the manufacturer's warranty, save for bespoke or custom items.

9 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing or by email and sent to our contact address at Oxford Giclee and Photographic centre

9.1 OxfordGiclee.co.uk, OxfordPhotographic.co.uk and digitalfood.co.uk are part of the Melvillian Arts Partnership.

10 Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs

and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

11 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

12 Privacy

12.1 You acknowledge and agree to be bound by the terms of our privacy policy.

12.2 Telephone calls to us may be monitored or recorded for training and quality purposes.

12.3 We will keep name/address details and ordering information on file, but will not pass your details to third party companies.

12.4 Information is available upon request.

13 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

14 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

15 Entire agreement

These terms and conditions, together with our current website and/or catalogue prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.