



Stu Culley Photo Services

Terms and Conditions for Sale of Goods and Equipment

2024

Background

These Terms and Conditions are the standard terms for the sale of goods by Stu Culley Photo Services a Sole trader, whose registered address is Unit A11 BIZ Space, Aerodrome Studios, 2-8 Airfield Way CHRISTCHURCH Dorset BH23 3TS

Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Contract”	means the contract for the purchase and sale of Goods or Equipment
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order.
“Month”	means a calendar month;

“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;
“Order”	means your order for the Goods
“Order Confirmation”	means Our acceptance and confirmation of your Order
“Website”	Our Website which is www.stuculleyphotoservices.com
“We/Us/Our”	Means Stu Culley Photo Services, Unit A11 BIZ Space, Aerodrome Studios, 2–8 Airfield Way CHRISTCHURCH Dorset BH23 3TS
“You”	Means the customer/individual or business that is purchasing the goods or equipment.

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

The Contract

These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.

A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

The main characteristics of the Goods;

The total Price for the Goods including taxes

Where applicable, all additional delivery charges

Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods

Description and Specification of Goods

We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided on our website.

We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate.

If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales information. We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.

We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

Bespoke Goods are available from Us. If you Order bespoke Goods from Us, We will manufacture/adjust those Goods to your requirements.

When placing an Order for bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

For Items that are sold by us not listed on our website for example special items, We will make every reasonable effort to ensure that the Goods conform to any available illustrations, photographs and descriptions (verbal and written) provided to you.

Orders

All Orders for Goods made by you will be subject to these Terms and Conditions.

You may change your Order for standard goods at any time before We dispatch the Goods by contacting Us. Any requests to change Orders will be required to be need made in writing.

If your Order is changed, We will inform you of any change to the Price in writing.

You may cancel your Order for Standard items at any time before We dispatch the Goods by contacting Us.

If you have already paid for the Goods, the payment will be refunded to you within Fourteen days. If you request that your Order be cancelled, you must confirm this cancellation in writing.

We may cancel your Order at any time before We dispatch the Goods in the following circumstances:

The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or

An event outside of Our control continues for more than one month.

If We cancel your Order under and you have already paid for the Goods, the payment will be refunded to you within fourteen days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

Orders for bespoke goods cannot be changed or cancelled.

Price and Payment

The Price of the Goods will be that shown on our website and in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

We have made every reasonable effort to ensure that Our Prices, as shown on our

website are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price. If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

Our Prices **do not include** the cost of delivery. Delivery costs will be added on to the final sum due

All payments for Goods must be made in advance before We can despatch the Goods to you, except when special arrangement have been agreed between the Us and You.

We accept the following methods of payment:

Cash (Personal collection only)

Credit or Debit Cards

Bank Transfer

PayPal

If you do not make payment to Us by the due date as shown on our invoice.

We may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of The Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. An additional Debt recovery charge will also be added in line with the UK Government's guidelines.

Delivery

We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Calendar Days after the date on which the Contract is formed.

If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our estimate and arranging a suitable/convenient time slot.

Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you or one of your employees have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.

You own the Goods once We have received payment in full for them.

Inspection: Shortage

You are under a duty whenever possible to inspect the Goods on delivery or on collection.

Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".

We shall be under no liability for any shortages that would be apparent on reasonable careful inspection if the provisions of this Clause are not complied with and, in any event, will be under no liability if a written complaint is not delivered to us within Five Business Days of delivery detailing the alleged shortage.

In all cases where shortages are complained of, We shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to You before any use is made thereof or any alteration or modification is made thereto by the Buyer.

We shall make good any shortage in the Goods and where appropriate as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage.

Inspection: Faulty, Damaged or Incorrect Goods

By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information

You are under a duty whenever possible to inspect the Goods on delivery or on collection.

Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".

If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.

Beginning on the day that you receive the Goods You have a 7 Calendar Days right to reject the Goods and to receive a full refund if they do not conform as stated above.

If you do not wish to reject the Goods, or if the 7 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the Goods, you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods.

After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you.

In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.

Within a period of two years after you receive the Goods (and ownership of them), if the Goods do not last a reasonable length of time (depending upon their nature), you may be entitled to a partial refund. Please remember that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

Please note that you will not be eligible to claim, if We informed you of any faults, damage or other problems with the Goods before your purchase of them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us merely because you have changed your mind. (See next clause)

To return Goods to Us, you may do so in person by arranging a suitable/ convenient time slot with Us or you may return them to Us by post or another suitable delivery choice.

We collect the Goods from you if requested. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details We will be fully responsible for the costs of returning Goods and will reimburse you where appropriate.

Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled

to the refund.

Any and all refunds issued will include all delivery costs paid by you when the Goods were originally purchased.

For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

Returning Goods If You Change Your Mind

If you are not satisfied with any Goods purchased from Us you have the right to return them in exchange for a refund or a replacement.

If you wish to return Goods to Us because You have changed your mind, you must do so within seven days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.

All Goods must be returned to Us in their original condition, in their original, unopened packaging accompanied by proof of purchase.

To return Goods to Us, you may do so in person by arranging a suitable/ convenient time slot with Us or you may return them to Us by post or another suitable delivery choice.

We collect the Goods from you if requested. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case; however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details We will be fully responsible for the costs of returning Goods and will reimburse you where appropriate.

Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within Fourteen days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.

Please note that this extended return period (guarantee) applies only to consumers resident in the United Kingdom. The provisions of this clause (Returning Goods If You Change Your Mind) are in addition to your legal rights, not instead of them.

Our Liability

We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our agents. Loss or damage is foreseeable if it is an obvious

consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

We only supply Goods for commercial/business/industrial use.

Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

Communication and Contact Details

If you wish to contact Us, you may do so by telephone at 07719 541 280 or by email at stuculleyphotoservices@icloud.com or stuculleyaccounts@icloud.com

Complaints and Feedback

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavors to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

In writing, addressed to Stu Culley Photo Services, Unit A11 BIZ Space, Aerodrome Studios, 2-8 Airfield Way CHRISTCHURCH Dorset BH23 3TS

By E-mail to either stuculleyphotoservices@icloud.com or stuculleyaccounts@icloud.com

By telephone to 07719 541 280

How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in our Privacy Policy which is available on our website.

Other Important Terms

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

Governing Law and Jurisdiction

These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of the United Kingdom

Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.