

## 1. General Terms & Website Usage

By continuing to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Lee Garland Photography's relationship with you in relation to this website.

The term 'Lee Garland Photography' or 'us' or 'we' or 'LGP' refers to the owner of the website whose registered office is Studio 248, 111 Piccadilly, Manchester, m1 2HX. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- (a) The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- (b) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- (c) Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- (d) This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- (e) All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- (f) Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- (g) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- (h) You may not create a link to this website from another website or document without Lee Garland Photography's prior written consent.
- (i) Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

The information contained in this website is for general information purposes only. The information is provided by Lee Garland Photography and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Lee Garland Photography. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Lee Garland Photography takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## 2. Privacy Policy

This privacy policy sets out how Lee Garland Photography uses and protects any information that you give Lee Garland Photography when you use this website.

Lee Garland Photography is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

## Terms & Conditions and Privacy Policy

Lee Garland Photography may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 01 December 2009.

### What we collect

We may collect the following information:

- name
- address
- contact information including email address and telephone number
- demographic information such as postcode
- other information relevant to customer surveys and/or offers

### What we do with the information we gather

We require this information in order to fulfill your order, and in particular for the following reasons:

- In order to successfully deliver your order.
- In order to be able to contact you should there be any problem with the fulfillment of your order.
- In order to deliver your order, the print laboratory we use will be given your name and address. They will not have access to any of your other contact details and will retain the information only for the length of time required to print and post your order.
- We will not use your details for market research or pass on or sell your details to any other party for the purposes of market research.

### Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect on-line.

With regard to your Payment data; Lee Garland Photography does not process your Payment details. Instead we utilise PayPal at checkout. After reviewing your basket, agreeing to these terms and conditions and proceeding to check out you will be redirected to a Paypal secure payment page in order to complete your transaction. Paypal will take your payment details and carry out the transaction. Thereafter, Paypal will credit Lee Garland Photography with the funds. At no stage does Lee Garland Photography see or process your sensitive card payment information. You do not need a Paypal account to pay via Paypal. To read Paypal's legal agreements, please refer to: [www.paypal.com](http://www.paypal.com).

### How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. Crucially, in the context of an online store, cookies enable the store to keep track of what you have added to your basket, and the product choices you have made.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

#### Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

#### Controlling your personal information

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A fee of £10 will be payable. If you would like a copy of the information held on you please write to [store@leegarlandphotography.co.uk](mailto:store@leegarlandphotography.co.uk).

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

### 3. Copyright notice

This website and its content is copyright of Lee Garland Photography - © Lee Garland Photography 2009. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

All images for sale in the Lee Garland Photography store are sold All Rights Reserved and the Copyright is retained at all times by Lee Garland Photography as provided by the Copyright, Designs and Patents Act 1988. Upon purchasing an image from the Lee Garland Photography store, the customer does not purchase the Copyright to the image, nor do they purchase any rights or licenses to use the image for anything other than personal archive use and display.

The purchaser is not permitted to display the image(s) in any public setting, exhibition or publish in any medium.

### 4. Orders and Delivery

Unless otherwise stated, all prices are subject to VAT. This will be added at checkout.

Upon checkout and payment via our payment provider Paypal, the customer will be given an Unique Transaction ID and returned to the Lee Garland Photography website. This Unique Transaction ID should be quoted in any subsequent correspondence with Lee Garland Photography.

Upon successfully placing an order, the products requested are made to the customer's specification and posted directly to their specified delivery address. Collection in person from Lee Garland Photography is not possible.

Standard Delivery method is by Royal Mail standard parcels. Alternative delivery methods, at cost, may be available and will be given as an option at checkout.

Lee Garland Photography does not extend credit to any customers, and orders will only enter production upon payment in full.

Customers should allow 28 days for delivery, however in practice the vast majority of orders are fulfilled well within this time.

### 5. Cancellation and Refunds

Lee Garland Photography complies with the Consumer Protection (Distance Selling) Regulations 2000. Those orders placed in the Lee Garland Photography store that are created to the customer's specification, however, confer no right to cancel the

order. Prints ordered to the size & specification requested by the customer are considered to be made to that customer's specification.

You are able to amend your order up until the point at which you pay for the goods. Upon successful payment the order is sent immediately into production, and those prints and print products being made to order therefore do not allow time for amending an order.

Other products that may be available in the store; including training days and gift shoots, are not considered to have been manufactured to the customer's specification are covered fully by the Consumer Protection (Distance Selling) Regulations 2000 and as such, may be cancelled up to 7 days from the day after you receive the goods. In busy periods however, you may be requested to pay a non-refundable deposit in order to secure fixed dates, in which case you will be asked to sign to confirm you accept this and that the deposit paid is non-refundable and not covered by the Consumer Protection (Distance Selling) Regulations 2000.

In all cases, should an order upon delivery be incorrect or damaged then Lee Garland Photography will offer a full refund of that part of the order.

The Returns procedure must be followed:

(i) In the first instance please email [store@leegarlandphotography.co.uk](mailto:store@leegarlandphotography.co.uk) with your Unique Transaction ID and a description of the problem with the order. At this stage we will get back to you promptly and in all cases within 72hrs to discuss the necessary course of action.

(ii) All, or the damaged/incorrect component, of the order should then be returned to us well packaged to prevent additional damage. Upon receipt of damaged/incorrect goods they will be checked and a re-order will be processed at no extra cost to the customer. Alternatively a refund including the return postage cost, of that damaged/incorrect component of the order, will be offered if preferred.

It should be noted that Lee Garland Photography cannot be held responsible for returned goods lost in the post, and will not be able to action a refund until goods have been received at our offices. It is therefore advisable when posting returns to obtain a Certificate of Posting. These are free of charge upon request at the Post Office. Please return faulty, incorrectly processed or damaged to the company address below, under Section 6 'Contact Information'.

## 7. Contact information

Lee Garland Photography can be contacted as follows:

Lee Garland Photography  
Studio 248  
111 Piccadilly  
Manchester  
M1 2HX

+44 (0)161 408 3777

[store@leegarlandphotography.co.uk](mailto:store@leegarlandphotography.co.uk)

The above email address should be used as the first method of contact to resolve any queries. Please include your Unique Transaction ID if your query relates to an existing order. If returning goods please do so to the address above.