

Terms & conditions

It is impossible for the Company to assess the value of images supplied by the customer and the charges made for our services do not reflect or incorporate unlimited liability. Customers should insure work of special value and advise us accordingly. All orders for printing are accepted on the basis that their value does not exceed the cost of the printed material. In the unlikely event of loss or damage, whether caused by negligence or otherwise, liability is limited to the cost of an equivalent amount of print products and refund of any service charges paid.

We cannot be held liable for any loss, damage or delay to your work which might be caused by any delivery or postage service.

This software is provided free of charge to enable you to view, edit your images. In addition the software provides access to on-line services, such as Internet Printing, which are governed by our Terms and Conditions. You will be prompted to accept or decline the Terms and Conditions for these services at the time of using them.

By using this software you agree to comply with and be bound by these terms and conditions ('the Agreement'). Therefore, please review this Agreement carefully. If you do not agree with this Agreement do not use this software.

1) Definitions
In this Agreement we use these expressions, which have the following meanings (unless otherwise stated):
'We' means Colliers Photo Imaging.
The 'Agreement' these terms and conditions.
The 'Services' means any of the services that can be launched from the Software such as photo-quality printing via the Internet.
The 'Software' means the image viewer software.

2) License
Subject to the other terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable right to use the Software for the purposes set out in clause 3. You may install unlimited copies of the Software on computers for which the Software was designed.

3) Use of the Software
The Software is intended for the viewing, editing and organising of images and to access services such as photo quality printing via the Internet. You shall not use the Software for any other purpose.

4) Limitations to Use
You will not use the Software for any of the following purposes;
(a) any purposes whatsoever which are unlawful, which might encourage conduct constituting a criminal offence, or which might constitute or give rise to the misleading or deception of any person;
(b) any purposes which are abusive, threatening, harmful, vulgar or

obscene or which may constitute or encourage harassment or be otherwise objectionable.

(c) Use of any copyrighted material without the express permission of the copyright holder.

You may not sell, lease, license, rent or loan the Software, without our consent. You may not modify, reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly permitted by applicable law. The Software is not designed or intended for use in hazardous environments requiring fail-safe performance we shall decide, at our discretion, whether your use of the Software constitutes any breach of the above restrictions.

5) Use of third party websites and software

we may make software or services owned or operated by third-party companies available to you on the Software. You must only use such software or the Services in accordance with their terms and conditions of use.

We may provide links to third-party sites that might be of interest to you. We have no control over the content or availability of the content of these sites. It is your responsibility to become familiar with each site's privacy and other policies and terms of service, and to contact that site's Webmaster or site administrator with any concerns. We have no control over and will accept no responsibility or liability for the material on any website not under our direct control or jurisdiction.

Your participation in promotions or correspondence or business dealings with advertisers (including without limitation professional photographers) found on or through any of the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, or as the result of the presence of such advertisers on or through the Services.

6) DISCLAIMER

- THE SOFTWARE IS LICENSED FREE OF CHARGE ON CONDITION THAT YOU COMPLY WITH ALL OF THESE TERMS AND CONDITIONS AND BACK UP ALL OF YOUR DATA. -

- COLLIERS PHOTOGRAPHIC SERVICES WILL NOT BE LIABLE FOR ANY BUSINESS LOSSES SUCH AS LOST DATA, LOST PROFITS OR BUSINESS INTERRUPTION -

- COLLIERS PHOTOGRAPHIC SERVICES WILL NOT BE LIABLE FOR LOSSES THAT WERE NOT FORESEEABLE

COLLIERS PHOTOGRAPHIC SERVICES WILL NOT BE LIABLE FOR LOSSES THAT WERE NOT CAUSED BY ANY BREACH OF FUJIFILM'S OBLIGATIONS. THESE TERMS AND CONDITIONS DO NOT AND SHALL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER

7)

Copyright

There are copyright laws to prevent people from reproducing images and photographs unless they own the copyright or are authorised by the copyright owner. In the simplest terms, the copyright owner is the person who created the image or photographed the image.

8)

Intellectual**property**

All brand names, product and service names, titles and copyrights, and any other intellectual property rights comprised and/or used in the Software are the trademarks, trade names, service marks, copyrights or other intellectual property of their respective holders. We give no permission for their use by any person other than such holders, and such use may constitute an infringement of the holders' rights.

9)

Indemnity

you agree to indemnify us and our associated companies, officers, agents, co-branders or other partners, and employees, from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of problems caused by your violation of this Agreement.

10)

Third**party****liability**

Save as specifically provided herein, no person who is not a party to this Agreement shall have any rights under The Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision herein.

11)

Governing**law**

This Agreement shall be governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts.

Delivery methods and timing

As and when Colliers Photo Imaging Commence a 'Post to customer' service the following shall apply.

If a customer has a particular requirement to have their order posted back prior to the website launch then this is at the discretion of Colliers Photo Imaging and direct contact must be made by the customer with Colliers Photo Imaging. A further charge for postage will be required and you agree to the following terms.

(These timescales are delivery times only not the total time for your order to be printed and delivered)

We offer different Delivery options.

- First class from £3.25
- Recorded From £3.75
- Special Next day Before 1pm from £6.99

Also any orders where the value exceeds £50.00 we have the right to change the delivery method to a private courier.

Recorded or guaranteed next day services requires you to be available to sign for your order.

Unfortunately we cannot be held responsible for delays and lost orders by the Royal Mail. If however after 15 days of your order being dispatched and has not been received we will reprint your order at a reduced cost agreed with ourselves. This doesn't apply during any Postal Strikes.

Unfortunately we cannot be held responsible for delays and lost orders!

None of the delivery methods are guaranteed or refundable.

Any Damaged prints will be sent out First class only and not as the delivery method originally selected.

Turnaround Times

Please allow 48 hours lab time for your orders. Most of our UK customers can receive their order after 24 hours. For large orders and those that are required urgent, the customer should make contact with Colliers Photo Imaging following submission of their order. Unfortunately we cannot be held responsible for delays and lost orders by the Royal Mail. If however after 14 days of your order being dispatched and has not been received we will reprint your order at a reduced cost agreed with ourselves.

Refund Policy

In the unlikely event that we cannot fulfill your order. Or the order has been damaged in the post we will either re-print the order at no extra cost to you or we will refund your credit / debit card in full. If damage is sustained in postal transit, then photographic proof must be provided to Colliers Photo Imaging.

Cancellation Policy

Due to the speed of our servers and customised production we do not offer cancellations. Once an order has been placed it is not possible to retract or edit any order. This does not affect the refund policy above.

Privacy Statement

Overview

Colliers Photo Imaging is committed to protecting your right to privacy as a user of our online Service. It is our policy to respect the privacy of private communication. The information you provide to us will be held on FUJIFILM UK Servers. We collect information about our users in order to help us continually improve the products and facilities we offer and so that we can enter into commercial arrangements. We will always adhere to the UK Data Protection Legislation. This Privacy Policy only relates to our site and does not extend to your use of the Internet outside of the Colliers Photo Imaging site (www.colliersphotographicswanslea.co.uk)

Image Data

All images uploaded to our service are used solely for the purposes of creating the products ordered. They are stored securely on our system for a period of 21 days to allow reprinting if required. After this period of time all image data is deleted from the system. Access to image data is restricted to only those who need access for purpose of production.

What data do we collect?

We will collect personal data as provided to us during the registration or purchase process, which you agree to supply us as accurate. We do not monitor your use of the Internet but we do use cookie technology to assist your use of our service. This information is not stored alongside your personal data and will only be used on an anonymous, aggregated basis. We may hold personal data relating to the products ordered in order to maintain and improve the facilities we offer.

What do we do with it?

We may use personal information about you to build up a profile of your interests and preferences.

This information will not be disclosed to third parties.