



# TERMS & CONDITIONS OF PURCHASE

LAST UPDATED APRIL 01, 2021

## OVERVIEW

This website is operated by Matt Senior Photography. Throughout the site, the terms “we”, “us” and “our” refer to Matt Senior Photography.

Please read these Terms and Conditions carefully before purchasing a product(s) from the shop. By purchasing our photography, you agree to be bound by these Terms and Conditions. Any new products which are added to the shop shall also be subject to these Terms and Conditions. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website.

We reserve the right to refuse service to anyone for any reason at any time.

## SECTION 1 | ONLINE SHOP TERMS OF SALE

By placing an order with us, you represent that you are (i) offering to purchase a product, (ii) representing that you are of legal age to form a binding contract, and (iii) representing that all information you provide to us in connection with such order is true and accurate and you are an authorised user of the payment method provided. The receipt by you of an order confirmation does not constitute our acceptance of an order. We retain the right to refuse any order request made by you.

Prior to our acceptance of an order, verification of information may be required. We reserve the right at any time after receipt of your order to accept, modify or decline your order, or any portion thereof, even after your receipt of an order confirmation from us, for any reason whatsoever. We reserve the right to limit the number of items ordered and to refuse service to you without prior notification. In the event that an item lists an incorrect price, either due to typographical or other error, we shall have the right to refuse or cancel any such order placed for the incorrect price, regardless of whether the order is being or has been processed. If payment has already been made or if your account has already been charged for the purchase and the order is cancelled, we will credit your account in the amount of the incorrect price.

We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made in our shop. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so that we can complete your transactions and contact you as needed.



## SECTION 2 | PRODUCTS AND MODIFICATIONS

All of our photography products for sale are exclusively only available online through our website at Matt Senior Photography.

In relation to all products on our website, we have made every effort to display as accurately as possible how our photography canvas prints will appear when they arrive following delivery, including the colours and contrast of photographs. We cannot guarantee that your computer monitor's display of any colour will be accurate.

The print size guide images that are displayed on every product page are an accurate representation of how each canvas will look.

We reserve the right but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.

We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuation of products on our website.

All listed product prices are inclusive of VAT and the legal value-added tax. All listed prices count only at the time of the order. The version valid at the time of the order is decisive in each case.

We reserve the right to discontinue any photograph at any time in our shop.

We do not warrant that the quality of any products, information, or other material purchased or obtained by you will meet your expectations, or that any errors will be corrected.

## SECTION 3 | INTELLECTUAL PROPERTY AND COPYRIGHT

You may not use our products for any illegal or unauthorised purpose, nor may you violate any copyright laws relating to our photography.

Matt Senior Photography retains full copyright for all images, at all times, throughout the world, at [www.mattseniorphotography.com/shop](http://www.mattseniorphotography.com/shop), in accordance with the Copyright, Designs and Patents Act 1988. The photographer, Matt Senior, asserts his right to be identified as the author of all images, by the words: 'Matt Senior Photography' and '© Copyright Matt Senior Photography'.



Except as expressly provided in these Terms and Conditions, no part of our website, our products for sale, or our content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, re-sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

The website and all of its materials, including, but not limited to, its logos, software or HTML code, scripts, text, artwork, video, and audio (collectively, "content") are protected by copyright laws and international laws and treaties and are property of Matt Senior Photography. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the website or any of its content without our prior written permission; you may not access or use the website for any competitive or commercial purpose; nor may you permit any copying of our content. Any unauthorised copying, alteration, distribution, transmission, performance, display, or other use of this content is prohibited. Any and all rights not expressly granted are reserved by Matt Senior Photography, as applicable.

## SECTION 4 | PAYMENT TERMS

Our website allows customers to use various forms of payments. Users can pay by credit card, debit card via Stripe and PayPal.

By agreeing to these Terms and Conditions you also agree to the Payment Policies set out by both Stripe ([here](#)) and PayPal ([here](#)) respectively.

Once payment for a product from our shop is completed, we receive confirmation and we begin processing your order. Following payment, the customer will be redirected to a confirmation page on our website indicating the payment was successful. You will receive a confirmation email outlining your order. If an email is not visible in a customer's inbox, it may have been sent to the spam/junk folder.

At Matt Senior Photography, we do not offer money-back or returns, however, we have a damage replacement policy. If a canvas print is damaged upon delivery, we kindly ask that you provide us with photographic evidence of the damage, and subsequently, we may offer to replace the damaged canvas print.

If a payment dispute occurs, both parties shall seek evidence as to if and when payment was delivered or declined by accessing their bank accounts and communicating via email and/or telephone.

## SECTION 5 | TERMS OF DELIVERY

The delivery is made by sending the purchased item(s) to the address provided by the customer. After receipt of payment, your order will be prepared for shipment within 1-3 working days.



Delivery time and costs for products purchased from our shop vary depending on a customer's location.

We suggest from the moment an order is confirmed, the processing and delivery time combined takes between 5-15 working days. We will not be held accountable if the delivery time exceeds 14 working days as this could be due to several factors out of our control involving location and delivery couriers.

Delayed deliveries do not entitle the buyer to compensation claims unless we are of negligence.

If the customer is not at home during the delivery attempt, and the package is not collected from the post office within 7 days by the customer or the customer refuses the acceptance of the package, Matt Senior Photography has the right to cancel the order and cancel the contract.

Further information on which countries we deliver to and delivery costs can be found [here](#).

## SECTION 6 | THIRD-PARTY LINKS

Certain content, products and services available via our website may include materials from third-parties, such as links that redirect to third-party websites and/or links in the comment sections and/or links added to customer reviews.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, concerns, or questions regarding third-party products should be directed to the third-party.



## SECTION 7 | REVIEWS, COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

By agreeing to these Terms and Conditions you consent to receive an invitation email to review any orders made through our website at Matt Senior Photography.

You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments.

If, at our request, you send, without a request from us, creative ideas, suggestions, proposals, plans, or other materials, whether online, publicly on our website through reviews and comments, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary rights. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our website or any related website.

## SECTION 8 | INFORMATION ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in our shop or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on our website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on our website or on any related website should be taken to indicate that all information has been modified or updated.



## SECTION 9 | PROMOTIONS

On occasions, Matt Senior Photography offer promotions through emails and advertisements.

There may be a minimum product purchase requirement (delivery costs excluded). Enter the code in its entirety in the discount code field on the Payment Checkout Page during the checkout process. You will see the promotion reflected on the Order Confirmation page. You may only use one promotion code per order. All promotion codes are available for a limited time, while supplies last and cannot be used once expired.

Please note that excessive abuse or misuse of promotions and codes may result in order or item cancellation. In order to allow fair redemption and distribution of promotions to all of our registered clients, we may restrict redemption to one per client.

## SECTION 10 | PROHIBITED USES

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our site and our shop or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape the site; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the site. We reserve the right to terminate your use of our website and its features for violating any of the prohibited uses.

## SECTION 11 | DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

You agree that from time to time we may remove our shop for indefinite periods of time or cancel the service of selling products at any time, without notice to you.

In no case shall Matt Senior Photography be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, arising from your use of any of our products for sale.

Matt Senior Photography holds no responsibility for faults that arise on items to be delivered; especially Matt Senior Photography takes no responsibility for lost profit or other financial loss of the purchaser. Apparent faults have to be reported in writing immediately. However, this should be implemented within two weeks from the delivery.



The reports that are implemented after the two week period will be discarded. Limitation of liability will not be valid if it has been an intentional effort, caused by careless treatment.

Warranty does not apply if the purchaser is found to be with fallacies and claims regulated by law.

We do not guarantee, represent or warrant that your use of our shop will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of our shop will be accurate or reliable.

## **SECTION 12 | INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Matt Senior Photography and the employees of Matt Senior Photography from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 13 | SEVERABILITY**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 14 | TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by us.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services and products.



## SECTION 15 | ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to our shop constitutes the entire agreement and understanding between you and us and govern your use of our shop, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## SECTION 16 | GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you with our services shall be governed by and construed in accordance with the laws of England and Wales where Matt Senior Photography is based.

## SECTION 17 | CONTACT INFORMATION

Questions about these Terms and Conditions should be sent to us at:  
**[info@mattseniorphotography.com](mailto:info@mattseniorphotography.com)**.