

LUCY ROSE

STUDIOS

TERMS OF SALE

TERMS AND CONDITIONS OF PRODUCT SALES

22 November 2022

1. Introduction

1.1 These terms and conditions shall govern the sale and purchase of all Products & Services offered by Lucy Rose Studios either in-person or remotely.

1.2 By placing an order with Suzi Bird Studio you give your express agreement to these terms and conditions.

1.3 These terms and conditions do not affect any statutory rights you may have as a consumer.

2. Interpretation

2.1 In these terms and conditions:

- a) 'we' means Lucy Rose Studios, and
- b) 'you' means our customer or prospective customer, and
- c) 'us', 'our' and 'your' should be construed accordingly.

3. Order Process

3.1 The advertising of products on our promotional material and online presence constitutes an 'invitation to treat' rather than a contractual offer.

3.2 No contract will come into force between you and us, unless and until we accept your order.

3.3 To enter into a contract with an:

- a) 'in person' sale

you must place an order in person with a member of Lucy Rose Studios, who will make a note of your order request. Your order will be deemed as accepted and confirmed upon receipt of full payment.

- b) 'phone or email' sale

you must notify us of your order request. We will then review your order, and send you a confirmation email. Your order will be deemed as accepted upon receipt of full payment.

3.4 Upon our acceptance of your order, no changes may be made to your order unless confirmed in writing by us. Any changes will incur an admin fee of £55, plus the cost of the replacement products if work had begun on the original order.

3.5 For online products, these are non-refundable due to the nature of the product.

4. Products

4.1 Products offered by Lucy Rose Studios include Digital Images.

4.2 We may periodically change the products available to order, and we do not undertake to continue to supply any particular product or type of product.

4.3 Some products ordered may be unavailable due to events outside of our control. In this event, an alternative product will be offered, or a refund issued.

4.4 All images and/or photographs included in, depicted in or contained in any of our products remain the full copyright of Lucy Rose Studios at all times.

4.5 Unauthorised duplication, editing and/or replication of any digital products, images and/or photographs included within your order is Copyright Infringement and may be classed as a Criminal (IP) Offence. This includes, but not with limitation:

duplicating/scanning a printed photo/product onto a computer;

photographing a printed photo/product;

re-editing or adding filters to a photo/product in any way without prior permission;

Selling on a photograph or other digital product

5. Prices

5.1 Our prices are available within our 'Product Guides' and other promotional material, both in print and online.

5.2 Our session prices may change from time to time, but this will not affect contracts that have previously come into force. Additional product pricing will be quoted correctly at the time of ordering.

5.3 All amounts and prices stated by Lucy Rose Studios are fully inclusive, and no additional VAT is payable unless otherwise stated.

5.4 It is possible that prices within our promotional material is incorrectly quoted. Accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

5.5 Discounted offers are only available to new bookings and discounts may not be applied to services already scheduled in.

6. Payments

6.1 During the order process you must pay the full price of the products you order.

6.2 Payments may only be made in the permitted methods as specified and declared by us.

6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

6.4 If you make an unjustified credit card, debit card or other charge-back, then you will be liable to pay us, within 7 days following the date of our written request:

- a) an amount equal to the amount of the charge-back;
- b) all third party expenses incurred by us in relation to the charge-back (including, but not exclusively, charges made by our or your bank or payment processor or card issuer);
- c) an administration fee of £25.00 and
- d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this including, without limitation, legal fees and debt collection fees.

For the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4

7. Manufacturing Products

7.1 As your order is likely to contain 'Bespoke' products, manufacturing of products within your order will not commence until full payment has been received under the terms and conditions of your order.

8. Collection and Delivery

8.1 Your order should be available to collect from Lucy Rose Studios within 28 days of: a) your order being accepted by Lucy Rose Studios AND

b) full cleared payment being received by Lucy Rose Studios

8.1.1 In some circumstances, your order may be available to collect before 28 days or take a little longer. We will notify you if this is the case.

8.2 All order collections must be made via a pre-arranged appointment with us.

8.3 In some circumstances, we may arrange to make a delivery of your order directly to you.

8.3.1 Any charges incurred by us in making a delivery directly to you including, without limitation, courier and postage fees, will be added to your order.

8.4 We will only deliver orders to the UK Mainland.

9. Cancellation & Cancellation Rights

9.1 Many of our products consist of unique photographs and/or images made specifically for you. As a result, the finished products containing or including these photographs and/or images are referred to as 'Bespoke and Customised Goods'.

9.2 Any orders placed at our 'premises' are defined as an 'on-premises' contract, and are exempt from cancellation rights.

9.2 Under the 'Consumer Rights Act' any 'distance or off-premises' orders made for a product deemed as 'Bespoke or Customised' is exempt from cancellation rights.

For the avoidance of doubt, this means once your order is accepted and payment has been made, you lose the right to cancel the order. This does not affect your statutory rights.

9.3 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination if;

- a) you fail to pay, on time and in full, any amount due to us under that contract; or
- b) you commit any breach of that contract.

9.4 If a contract under these terms and conditions is cancelled in accordance with these terms and conditions:

we will cease to have any obligation to deliver products which are undelivered at the date of cancellation; and

you will continue to have an obligation, where applicable, to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products).

10. Returns

10.1 If your order arrives damaged, incomplete or is incorrect, you must inform Sunlight Studio in writing (including via email) within 7 days of receipt. To assist us in fixing the problem as quickly as possible we ask that you:

- a) include a full description of the problem; and
- b) include photographs if possible of any errors or damage.

10.2 Where we accept the error and/or damage as our responsibility or that of our suppliers / providers, we will arrange to repair or replace that part of your order.

10.3 You must return the damaged and/or incorrect product to us to enable us to arrange the repair and/or replacement.

10.4 Digital products photographs sent via email are non-refundable and non-exchangeable.

11. Warranties and Representations

11.1 You warrant and represent to us that:

- a) you are legally capable of entering into binding contracts;
- b) you have full authority, power and capacity to agree to these terms and conditions;
- c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and

d) you will be able to take delivery of the product in accordance with these terms and conditions.

11.2 We warrant to you that:

a) we have the right to sell the products that you buy;

b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;

c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;

d) the products you buy will correspond to any description published in our promotional material; and

e) the products you buy will be of satisfactory quality.

11.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, include without limitation, any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, government regulations, fire, flood, disaster, riot or war.

12. Variation

12.1 We may revise these terms and conditions from time to time. The latest version will be published on our website.

12.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of revision, but will not affect contracts made before the time of revision.

13. Law and Jurisdiction

13.1 These terms and conditions shall be governed by and construed in accordance with English Law.

13.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

14. Our Details

14.1 This business is owned and operated by Lucy Okey, as Lucy Rose Studios

14.2 Our principle place of business is at: Lucy Rose Studios, 20 Waterside Gardens, York, YO31 9BF

14.3 You can contact us in writing to the above address, or by email to lucy@lucyrosestudios.com