

## **Terms and Conditions of Use and Sale**

This website is the trading name of Emma Solley Photography. The Emma Solley Photography website, [www.emmasolley.com](http://www.emmasolley.com) provides access for you to browse and book selected sessions and purchase prints and print products subject to the conditions set out below.

Please read these conditions carefully before using the Emma Solley Photography website. By using the [www.emmasolley.com](http://www.emmasolley.com) website, you signify your agreement to these conditions.

Emma Solley Photography reserves the right to refuse access to the on-line purchasing facilities offered on the website, edit or remove products, or cancel orders at our discretion. Any cancelled orders will not incur any cost to you.

You understand that you, and not Emma Solley Photography, are responsible for all electronic communications and information sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website in any way that may be deemed fraudulent or be unlawful in any other way.

### **Our Contract with You**

When you book a session, place an order to make a purchase from us, we will send you an e-mail acknowledging confirmation of your order. Any products on the same order that have not been confirmed in an "Order Confirmation" e-mail do not form part of that contract.

### **Returns**

Please read our Returns Policy, which applies to products purchased from us using the website. Details of this statutory right and an explanation of how to exercise it are available in the Returns Policy.

### **Pricing and Availability**

Orders from each collection are printed to order and can take 10 - 15 working days before they are dispatched.

You will be kept advised of the process of your order but you may contact us for a status update by calling us on 01392 848500 or by using the contact form on the website.

### **Children Under 18**

Emma Solley Photography does not sell products for purchase by children. We do sell products that may be purchased for children by adults. If you are under 18, you may purchase from this website only with the involvement of a parent or guardian.

### **Events beyond Our reasonable Control**

Emma Solley Photography will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause, which is beyond our reasonable control. This condition does not affect your statutory rights.

### **Alterations and Amendments**

We reserve the right to make changes to our website, policies and these Conditions of Use and Sale at any time. If any of these conditions is deemed for any reason unenforceable, that condition will be deemed severable and will not affect the validity of any remaining conditions.

### **Law**

All contracts between you (the buyer) and Emma Solley Photography (the seller) shall be governed by the laws of England. You agree, as we do, to submit to the jurisdiction of the courts.

### **No granting of rights**

By buying a photographic print, you are only acquiring material ownership of the print. No other rights are granted or implied. Any reproduction (copying), dissemination, leasing, public exhibition or other analogue or digital use is not permitted unless authorised by law.

**Our returns policy does not affect your statutory rights.**

Print Items returned with the seven-day cooling-off period only if faulty.

By law, customers located in the European Union have the right to withdraw from the purchase of an item within seven working days of the day the item is delivered.

Where you are withdrawing from your purchase within the seven working day cooling-off period, and there has been no error on our part, we will refund the cost of the item and the cost of delivering the item to you.

Please contact our office or telephone within seven working days of the day the item was delivered stating your name and address, the invoice number, and the item(s) you wish to return. Please do not return any items to us before contacting our office.

We will not refund your costs in returning the item to us unless you are returning the item because of an error on our part. Any item returned must be packed in its original packaging.

Please be aware that you will be responsible for returning the item to us unless we delivered the item to you in error, or if the item is damaged. To ensure safe return of the item, at your request we may arrange for collection from your address at your cost. In this instance, once our courier has collected the item, we will assume the responsibility for its safe return to us and therefore we recommend this method of return. When you contact us to inform us of your wish to return the item, we will provide a quotation for the collection and where appropriate take payment by credit or debit card.

If you wish to use your own method of return, this must be agreed by us before you proceed.

On receipt of your item, subject to it fulfilling the criteria stated above, we will refund the item and delivery charge to the card used for the original transaction.

**Items returned because they are incorrect or damaged**

If you are returning an item because of an error on our part or because the item is damaged we will arrange for the collection of the incorrect or damaged item and organise for a replacement to be sent to you at our cost.

Please contact our office by e-mail or phone within seven working days of the day the item was delivered stating your name and address, the Invoice and Order Number, the item(s) you wish to return, and whether the item(s) was sent in error or has been damaged in transit. Please do not return any items to us at your own expense, we will arrange with you a convenient day to collect the incorrect/damaged item(s). Any item returned must be packed in its original packaging.

The delivery of the correct item or replacement for a damaged item will be despatched to you as soon as possible and will be arranged with you by telephone or e-mail.

**Our Details**

Emma Solley Photography is a trading name of Emma Solley (photographer)

Registered address: The Studio, 33 Magdalen Road, Exeter, EX2 4TA  
Tel: 01392 848500  
Email: emmasolley@me.com

**CARE NOTICE:**

Photographs are always dependent on environmental influences; their appearance and colour can change and fade. To ensure you keep enjoying our works of art, you should not expose photographs, laminations or frames, either in part or in full, to direct sunlight, hang them directly above heating appliances or expose them to a higher level of humidity than expected in a normal living room. Photographs, laminations and frames are therefore not suitable for external areas, cellars, bathrooms or kitchens. Laminations with UV protective film or acrylic glass and wooden frames are very sensitive to scratches and dirt and should therefore only be handled with gloves or equivalent protection.

Once the works of art are in your care, it is your duty to ensure that they are well cared for and displayed correctly.

Emma Solley Photography shall accept no responsibility for art not correctly cared for once in situ.