

## **HUW THOMAS PHOTOGRAPHY:**

### **WEB SITE CONDITIONS, PRIVACY POLICY, AND DISCLAIMER**

#### **AGREEMENT BETWEEN CUSTOMER AND HUW THOMAS PHOTOGRAPHY**

This web site and accompanying ordering service (together, the "Web Site") is offered as a service to you, the customer, by Huw Thomas Photography ("Huw Thomas Photography")  
Your use of this Web Site constitutes your agreement to all terms, conditions and notices contained on the Web Site. If you do not agree with these terms and conditions then you are not authorised to use this Web Site.

#### **PRIVACY POLICY**

Your privacy is important to us. We will only use the information that we collect about you lawfully, in accordance with the Data Protection Act 1998. The details which you provide about yourself and any other information which identifies you ("Personal Information") are held on the system and used for operational purposes, for example producing images, processing card payments and monitoring the use of the system. Your card details are only retained for the purpose of handling that individual transaction.

In order to process a booking transaction, you're Personal Information and card details may be passed to third party service providers and, where we are lawfully requested to do so.

We may use your Personal Information to inform you of new features, services, products and special offers from **Huw Thomas Photography** and selected partners. We will however not pass your Personal Information to any third party. If you do not wish to receive such information you may choose not to do so by clicking where indicated on the buyer registration page. If you wish to receive such material and you change your mind later, you may tell us by sending us an email to [mail@huwthomasphotography.com](mailto:mail@huwthomasphotography.com) or writing to us at our address below.

You agree that any successor operator of **Huw Thomas Photography** 's business may use your personal information on the same basis as we do.

We will not disclose your personal details to third parties except as outlined above or in the unlikely event that we are required to do so by court order or other legal requirement. Please note that we may transfer your data to persons outside the EEA, but we will only do so in accordance with applicable data protection legislation.

You confirm that you will only enter personal information about yourself and that such information is true.

Our site does use cookies. Cookies are pieces of information that are transferred to and stored on your computer. The use of cookies is common in the computer industry. We use cookies in one way: per-session cookies - these are used while you are logged on to the Web Site and do not store any personal information. In no circumstances do we collect any data that is not directly related to use of the Web Site (so, for example, we do not record other sites that you have visited), but we may track patterns of behaviour of visitors to the Web Site.

With most web browsers it is possible to prevent the use of cookies, but the Web Site will not operate correctly without the per-session cookie.

**If you have any comments or questions on privacy, please contact us by e-mail:  
[mail@huwthomasphotography.com](mailto:mail@huwthomasphotography.com).**

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#### **LEGAL IDENTITY**

**Huw Thomas Photography** is a trading name of Huw R.D Thomas, Oakfield Lodge, Fishguard Road, Newport, Pembrokeshire, Wales, United Kingdom. SA42 0UF

#### **LIABILITY DISCLAIMER**

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This does not affect your statutory rights as a consumer.

#### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of this Web Site, you warrant to **Huw Thomas Photography** that you will not use this Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

**Huw Thomas Photography** may suspend, block or terminate your access to the Web Site, in its absolute discretion.

#### **LINKS TO THIRD PARTY SITES**

This Web Site may contain hyperlinks to Web sites operated by parties other than **Huw Thomas Photography**. The operation of such web sites is entirely outside **Huw Thomas Photography**'s control and you proceed at your own risk. **Huw Thomas Photography** does not endorse or sponsor the products, services or content you access through any linked site.

#### **USE OF IMAGE PURCHASING**

The Web Site is provided to provide you with image purchases and for other bona fide customer purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement (including instructing us to collect any card payments) and to use this Web Site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this Web Site (as well as for use of your account by others, including without limitation minors (under 18 years old) living with you). You agree to supervise all usage by minors of this Web Site under your name or account. You also warrant that all information supplied by you or members of your household in using this Web Site is true and accurate. Without limitation, any speculative, false or fraudulent information is prohibited. You agree that purchasing services reservations facilities of this Web Site shall be used only to make legitimate purchases for you or for another person for whom you are legally authorised to act. You understand that overuse or abuse of the purchase services facilities of the Web Site may result in you being denied access to such facilities.

#### **PURCHASES**

All purchases are subject to individual, varying terms and conditions.

#### **ISSUE OF PRINTS**

When your purchase has been confirmed your photographs will be dispatched to the address which you have given by first class post. If your address is outside Great Britain, postal rates will be in accordance to the prevailing charges by ROYAL MAIL.

It is your responsibility to check that the prints issued to you are accurate. We are only responsible for issuing prints in accordance with your instructions.

#### **CANCELLATIONS AND REFUNDS**

Cancellations and refunds will carry a £5 administration fee. To cancel any orders/prints please send an email to mail@huwthomasphotography.com or call 01239 820689 within 5 working days of placing the order. Application for refunds must be made within 16 days of the products being sent to you. Application must be sent along with the original prints.

#### **MODIFICATION OF THESE TERMS AND CONDITIONS**

**Huw Thomas Photography** reserves the right to change the terms, conditions, and notices under which this Web Site is offered. This right shall not effect the existing terms and conditions accepted by you upon making a legitimate reservation or purchase using this Web Site.

#### **GENERAL**

You will be responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web Site.

Any rights not expressly granted herein are reserved.

This agreement is governed by the laws of England. You hereby consent to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of this Web Site. Use of this Web Site is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and **Huw Thomas Photography** as a result of this agreement or use of this Web Site.

If you are using the Website pursuant to an agreement between your employer/firm and **Huw Thomas Photography**, the terms and conditions of that agreement shall apply. **Huw Thomas Photography's** performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of **Huw Thomas Photography's** right to comply with law enforcement requests or requirements relating to your use of this Web Site or information provided to or gathered by **Huw Thomas Photography** with respect to such use.

You agree that **Huw Thomas Photography** may provide details of your use of the Web Site to regulators or police or to any other third party, or in order to resolve disputes or complaints which relate to the Web Site, in **Huw Thomas Photography's** complete discretion.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between the customer and **Huw Thomas Photography** with respect to this Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and **Huw Thomas Photography** with respect to this Web Site.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.