

Sophie Howarth Photography

Website Terms and Conditions

2nd October, 2022

Introduction

This website is owned by Sophie Howarth Photography (**we, us or our**). Your use of the website is subject to:

- these Terms and Conditions;
- our Privacy Policy; and
- any other terms, conditions, notices or disclaimers displayed on our website,

(together our Website **Terms**).

By using our website, you are deemed to accept our Website Terms. If you do not agree to our Website Terms do not use our website.

Changes to Site Terms

We may update the Terms and Conditions from time to time without notice to you by publishing an updated version on our website. The current version of the Terms and Conditions is always the version available on our website. The date of the current version is set out above.

By continuing to use our website you will be deemed to accept the updated Website Terms .

1. Access and use of our website

1.1 You may only access and use our website to browse its content and make legitimate purchases of products and services available for sale on our website. You may not use our website for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase.

1.2 In using our website you agree not to use any information or material in any manner that infringes our copyright, trade mark patent or other proprietary rights or those of any person. Without limitation to the preceding sentence, you expressly acknowledge and agree that you will not:

- (a) use our website in any manner that could damage, disable, overburden or impair our website or interfere with any other party's use and enjoyment of our website;
- (b) attempt to gain unauthorised access to any of the services, products, other accounts, computer systems or networks connected to our website through hacking, password mining or any other means; and
- (c) use or access any part of our website or the content on our website in any manner that is illegal in any country.

1.3 It is your responsibility to ensure that your use or access of our website or its content is not illegal. We reserve the right to refer any suspected illegal or criminal activity to relevant enforcement agencies.

1.4 You represent and warrant that you are over 18 years of age or of sufficient age to use our website and to create binding legal obligations for any products or services you purchase on our website or other liability you incur in using the website. If you are under 18 years of age you agree

that you have had your parents' or legal guardians' permission to send any information to us about yourself or anyone else over the internet. We do not make any representation or give any warranties to the effect that the content of our website is suitable for people under the age of 18.

1.5 The user is responsible for all their use of the website.

2. INTELLECTUAL PROPERTY RIGHTS

2.1. All content included on our website such as text, images, graphics, button icons, images, audio clips, databases, software, and names, images, and logos or marks identifying us is our property or that of our licensors.

2.2 The compilation (meaning the collection, arrangement, and assembly) of all content on our website is our exclusive property.

2.3 **Sophie Howarth Photography** is our trade mark.

2.4 Other brand and product names of our website are the property of their respective owners.

2.5 Nothing contained on our website grants you any licence or right of use of any of the content or other aspects of our website or any trade mark without our prior written consent. Without limitation to the preceding sentence, you expressly acknowledge and agree that you cannot use, download, store, copy or otherwise reproduce, adapt, modify, publish, create derivative works from, communicate, transmit or otherwise distribute any part of our website or the content without our prior written permission (except as permitted under applicable law).

6.6. The sale of the copyright in a product is a separate transaction and not part of the sale of the product. If you wish to obtain a licence of the copyright in a product, please contact sophie@sophiehowarthphotography.com.

3. Linked websites

3.1 The website provides links to other sites (**Linked Sites**). Linked Sites are provided for convenience only. If you use these links, you will leave our website.

3.2 We have not reviewed any of the Linked Sites or the content on Linked Sites.

3.3 We do not control and are not responsible for any Linked Sites or the content or the terms and conditions of use, privacy policies or cookie policies of Linked Sites.

3.4 We do not endorse or make any representations about any Linked Sites, or any information or product or materials you may find on Linked Sites.

3.5 If you decide to access any Linked Site, your access and use of any Linked Site are entirely at your own risk.

4. Terms relating to sale of products

4.1 You agree that the images of photographs and other products displayed on our website are guidelines only. whilst we have taken reasonable care to ensure that all products are presented as accurately as possible, we do not accept responsibility for differences between the images on our website and actual products.

4.2 We reserve the right to modify or withdraw, temporarily or permanently, products with or without notice to you and you hereby agree that we are not liable to you or any third party for any modification to or withdrawal of products from our website.

4.3 Products which are not available for purchase will not be added to your shopping basket. We are not liable, directly or indirectly, for any loss or damages of whatsoever nature suffered by you due to the unavailability of any product featured on our website for any reason whatsoever.

4.4 All prices are shown in Australian dollars and are inclusive of Australian GST. For products delivered outside Australia, you are responsible for payment of any import duties, sales taxes or other taxes are applicable in the delivery destination.

4.5 All prices are final and are not negotiable.

4.6 All payments are processed by PayPal and are subject to PayPal's terms and conditions which are published on PayPal's website.

4.7 We offer free shipping within Australia. If the proposed delivery address is outside Australia, please contact us prior to placing an order. If you place an order for delivery outside Australia without contacting us prior to placing the order, we reserve the right to cancel your order and refund your payment.

4.8 Personal collection is available by prior arrangement. Please email sophie@sophiehowarthphotography.com to arrange collection.

4.9 We will endeavour to despatch your order promptly and will notify you when we have despatched your order. We use Australia Post or a courier to ship products and accordingly, delivery is subject to those providers' delivery schedules.

4.10 Purchases are final and you cannot cancel an order once the order has been despatched and we do not accept exchanges or refunds for change of mind.

4.11 If your product has been damaged in transit, please notify us within 7 days of receiving the product by emailing sophie@sophiehowarthphotography.com for assistance. Please make sure to open your package within this time and retain all original packaging and the print as we may require photos or the original print to process your claim. We will issue you a full refund or credit for the purchase price of the product but you will be liable for return shipping.

4.12 We will not accept returns for products that have been damaged in transit due to insufficient packaging. If this is found to be the case, the item will be returned to you at your expense.

5. LIMITATION OF LIABILITY

5.1 Our website and its content are provided "as is" without warranty of any kind, either expressed or implied.

5.2 We do not provide any warranty in relation to your use of our website or as to the currency, completeness or accuracy of the information contained on our website.

5.3 Without limitation to the preceding paragraph, you acknowledge and agree that whilst we have taken reasonable measures to ensure the integrity of our website and its content, we do not provide any warranty, whether express or implied that any files, downloads or applications available via our website are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.

5.4 You acknowledge and agree that we do not guarantee continuous, uninterrupted or secure access to our website, and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

5.5 To the maximum extent permitted by law, we will not be liable to any person or entity for any direct, indirect, consequential or other loss or damage (however caused, including due to negligence) which may arise out of, or in connection with, the use of our website, the use or reliance on information, contained on or linked to from our website, any products or services purchased on our website or their use or any Linked Website or your use of any Linked Website.

6. General

6.1 The Site Terms are governed by the laws of New South Wales, Australian law.

6.2 If any provision of the Site Terms is invalid or unenforceable under an applicable law, the remaining provisions will continue in full force and effect.

6.3 If a court should find that one or more rights or provisions in the Site Terms are invalid, you agree that the remainder of the Site Terms enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.