

# Website Terms & Conditions

## Status of Terms

These terms constitute a legal document ("the Agreement"), which sets out the rights and obligations of you as a purchaser ("you"), and those of 1st Imaging ("1st Imaging", "we" or "us"), in relation to the services and products offered by us through this site or any of the other sites owned by us. By registering for 1st Imaging services, you agree to the terms of this Agreement, and you re-affirm that agreement every time you use any of our services.

## You agree to:

Provide true, accurate, current and complete information about you as prompted by our registration form and maintain and promptly update us of and changes to ensure it is kept accurate, current and complete.

## Applicable Law

1st Imaging is a trading style of Cornwells Chemist Ltd (VAT number 787423590). Unless otherwise specified, the materials on this site are directed solely at those who access this site from the United Kingdom mainland. 1st Imaging makes no representation that any product referred to in the details on this site is appropriate for use or available in other locations. Those choosing to access the site from other locations are responsible for their own compliance with local laws where applicable. English law shall govern this agreement. Both parties submit to the exclusive jurisdiction of the English courts in relations to disputes arising out of this agreement.

## For delivery of orders outside of mainland UK, Northern Ireland, the Channel Islands and the Isle of Man:

All ownership, title and risk in goods will pass to you immediately at the point and time at which such goods are placed at your disposal.

The prices payable for goods are inclusive of UK VAT, but exclusive of local taxes, import duties and clearances. You agree that 1st Imaging has no liability to you in respect of any such taxes including VAT, duties or clearances which may become payable, after the goods have been placed at your disposal. Both parties agree to the exclusive jurisdiction of the English Courts in relation to disputes arising out of this agreement.

## Order Process

When placing an order with 1st Imaging you will be advised of the description, price and delivery charges of your purchase prior to confirming your order. We advise customers to take a hard copy of this, or save a copy to their computers for their own records. Goods then supplied will then correspond with their prices and description (subject to E&OE) If at any time this is not the case, 1st Imaging will give you the right to reject the goods within a reasonable time period for a full refund.

All prices on the site shown include VAT at the standard rate. Should this change then 1st Imaging reserve the right to adjust retail prices accordingly. For items on backorder, VAT will be charged at the applicable rate at the time of dispatch.

In the unlikely event that an incorrect price is shown on the website, we reserve the right to abstain from fulfilling your order at that price. You will of course be notified, and at that point be informed of the correct price and give the opportunity to proceed with your order.

You also agree that we may use personal data to carry out relevant fraud checks concerning your transaction. Information may be shared with a fraud prevention or credit reference agency whom may keep a record of that information.

## **Returns Policy**

Subject to the right of Consumers to return goods for refund under The Supply of Goods and Services Act and Distance Selling Regulations, 1st Imaging does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering.

You have the right to cancel your purchase at any time either before or up to 7 working days following the day you receive the goods by: e-mailing us at [sales@1stimaging.com](mailto:sales@1stimaging.com) stating your name, a description of the goods or services concerned and the order number of the cancelled order, or phoning us on 01782 634 580 (Monday to Friday from 9am to 5.30pm excluding public holidays) - please have your order reference number and delivery details to hand.

If you exercise your right to cancel your order after the goods have been despatched, you will be responsible for returning the goods to 1st Imaging at your own risk and cost, therefore, we strongly recommend you use an insured delivery method such as Royal Mail Special Delivery. All returns are subject to the following conditions, except where the goods are faulty or incorrectly described on the website.

- Software, memory cards, DVDs, and Pre-recorded videotapes can only be accepted if still sealed. This policy is to avoid any potential breach of the Copyright, Designs and Patents Act (CDPA) 1988. All opened software is exempt from return under the terms of the distance Selling Regulations (SI2334/2000). Software that arrives damaged or is physically faulty may be returned under our normal returns policy.
- This offer does not apply to film, developing or Printing services.
- A proof of purchase must be supplied.
- We request you return any free gifts which came with the product.
- We will not refund any items that have been specially ordered to your individual specification or personalised.

You cannot cancel your purchase when:

- the seal has been broken on any video tapes, DVD's memory cards, or software
- the goods were special order to your specification
- 28 days has elapsed following receipt of the goods

Until such time as you return the goods to us you must take reasonable care of the item(s).

To authorise your return you must prior to returning any goods received, contact our Customer Services on 01782 634 580 or e-mail us at [sales@1stimaging.com](mailto:sales@1stimaging.com) stating your name, a description of the goods or services concerned and the order number of the cancelled order. Failure to do so will result in a delay in processing your refund or the product being returned to you. All authorised returns must be returned to 1st Imaging Returns Dept, 25 Ironmarket, Newcastle-under-Lyme, Staffs, ST5 1RH

You will always have the option of an exchange or refund if the fault occurs within 28 days of delivery. If there is a fault with your product within 6 months of delivery but after the first 28 days, we will always offer a repair in the first instance. As an exception you may be offered an exchange or (full or partial) refund. After 6 months but within 12 months we will offer a repair only. In all cases we reserve the right to inspect the product and verify the fault and, if no fault is found return the product to you. No refund will be processed until the returned goods have been received by ourselves and an appraisal made as to any fault.

Following us receiving your instruction to cancel your order you will be refunded within 30 days.

We strongly recommend you use an insured method such as Royal Mail Special Delivery. Replacement goods are sent by standard delivery only (i.e. premium services are not available)

THIS RETURNS POLICY DOES NOT AFFECT YOUR LEGAL RIGHTS. DETAILS OF YOUR LEGAL RIGHTS ARE AVAILABLE FROM THE CITIZENS ADVICE BUREAU OR CONSUMER DIRECT.

### **Website, Ebay & Store Pricing**

Our website and eBay prices normally reflect a better deal by buying on-line. This will mean that the price quoted is for buying that product solely through the website, and will not generally be available through our Retail store. In some cases we might offer the website prices in-store also, please check by calling us on 01782 634580

### **Genuine UK Stock**

At 1st Imaging we are proud to be able to say that we bring you both fantastic deals and prices from all the leading manufacturers. We deal directly with all the major brands and suppliers and do not source any equipment overseas. Purchasing equipment that has been sourced outside of the UK supplier network may not warrant the support from the UK with regards to warranty or product support. All our stock is UK sourced so you may have confidence your purchase has a full UK warranty and specifications.

### **Payment**

We accept 'Paypal' providing the following

- payment is made from a 'verified' paypal account
- shipping can only be made to a PayPal 'confirmed' delivery address

If you are unsure if your account is verified or your address confirmed, please review your PayPal account details or contact us for more information. Failure to adhere to the above may result in the delay or cancellation of your order.

Payment may also be made at our retail outlet in person.

We do not store credit card details nor do we share customer details with any 3rd parties

### **Online Vouchers**

Only one promotional voucher permitted per order.

Promotional voucher codes may only be redeemed at [www.1stimaging.com](http://www.1stimaging.com) towards the purchase or delivery of products and cannot be redeemed in store.

Minimum purchase values may apply exclusive to postage and packing.

Retrospective use of vouchers is not permitted.

Promotional vouchers have a cash value of £0.001 and are not transferrable or assignable.

1st Imaging reserve the right to cancel / remove online voucher code promotions at any time

Vouchers for free delivery will only apply to mainland UK

## **Delivery**

Orders received by 3pm are normally dispatched the same day for delivery (weekends incur extra charge). We guarantee all orders will be received within 30 days. If 1st Imaging cannot deliver within 30 days you will be notified immediately to arrange another time for delivery, or if you would prefer, to cancel your order.

For a complete explanation of delivery charges please see delivery details page.

## **Errors and Omissions**

Whilst 1st Imaging makes every effort to ensure that all of the information on our website is accurate and up to date, there may on occasion be instances when this is not the case. We will always promptly correct any issues or errors brought to our attention. If you find an error please contact us directly by emailing us at [sales@1stimaging.com](mailto:sales@1stimaging.com).

We are not able to accept responsibility for information or opinions from third parties, contained within this site or for the content of links external to this site.

1st Imaging shall not be liable either in contract, tort, negligence, statutory duty or otherwise, for any direct loss or damage (including loss or damage which is reasonably foreseeable or occurs naturally in the course of things) resulting from any acts, omissions, failures or delays occurring on or in relation to those parts of the Internet not under 1st Imaging's direct control including, without limitation, damage for loss of business, loss of sales, non payment of sums due, loss of profits, business interruption, loss of reputation, loss of business information, or any other pecuniary loss (even where 1st Imaging has been advised of the possibility of such loss or damage).

## **Complaints Procedure**

In the unlikely event that you have any complaints as to our service or any of the goods and services supplied to you from our site, please contact us by either calling us on 01782 634 580 or sending an email to [customer-service@1stimaging.com](mailto:customer-service@1stimaging.com) or writing to us at 1st Imaging, 25 Ironmarket, Newcastle-under-Lyme, Staffs, ST5 1RH

All complaints are taken seriously and will be investigated as soon as they are brought to our notice. We will endeavour to rectify any problems as soon as possible.

## **Battery Recycling Scheme**

Under the Waste Battery Regulations, 1st Imaging is now offering a take back scheme for all portable waste batteries. You can return your waste batteries to our business premises in person (PLEASE DO NOT POST)

Alternatively, you can find your local waste portable battery recycling facility at [www.recyclenow.com](http://www.recyclenow.com). Most supermarkets and shops that sell batteries will have collection bins for used batteries, and some town halls, libraries or schools may also set up collection points. End-users may find stores in their local area more accessible.