



Terms & Conditions Of Sale Applicable To Digital Downloads, Printed Images (‘Terms Of Sale’)

The Terms Of Sale as stated below are applicable to the purchasing of any digital images via direct download or otherwise, prints and/or other media or product(s) available through **Peter Greenway Photography (PGP)** online store. The Terms Of Sale may not be altered or amended in any way through the use of any other document, such as purchase orders, emails, etc. A separate written agreement between the customer and Peter Greenway Photography must be validated and signed if any alterations or amendments to the Terms Of Sale are instituted. In the event of conflict between the Terms Of Sale and provisions stated in the Terms Of Use, then the Terms Of Sale terms and conditions as stated will take precedence.

Peter Greenway Photography facilitates the purchasing of Printed Products which are manufactured through its relationship with specialised Third Party suppliers. By purchasing these Printed Products, you explicitly acknowledge that the manufacture and delivery is undertaken by these vendors. The role of Peter Greenway Photography is solely to facilitate the order and support these vendors for each order pursuant to these Terms Of Sale.

Peter Greenway Photography
www.petergreenwayphotography.com

Terms & Conditions Of Sale

Pricing & Payment Terms

The online purchasing of media and products from the website of Peter Greenway Photography requires that the customer provide valid payment information as required by the eCommerce purchasing system. Peter Greenway Photography reserves the right to terminate a customer's order for any and all purchases where we are unable to process your payment information as supplied.

All prices include UK Value Added Tax (VAT) which we are required to charge by United Kingdom law.

A VAT receipt will be sent by email to the customers Email address specified as part of the purchasing process.

Digital Photographic Downloads

Upon successful purchase of an electronic digital image, a link will be made available to download the image at the resolution and image dimensions (Height, Width) as purchased. Downloads are only available once, and it is the responsibility of the customer to save the file following download.

If any physical print product(s) are purchased, Peter Greenway Photography will use all commercially reasonable efforts in conjunction with Third Party vendors to ship all orders for such purchases within the estimated delivery time applicable and chosen by the customer presented at order checkout. The customer will not hold Peter Greenway Photography responsible for any delays in shipping and/or delivery.

Peter Greenway Photography and its utilized vendors reserve the right to substitute another carrier of equal or lesser cost to deliver your order at our discretion. The customer accepts all financial responsibility for shipping charges, which will be included, shown, and available for view during the order process. The shipping charge shown during the checkout process is subject to verification and to correction or change without notice. If the actual shipping charge is more than the amount shown in your shopping cart, Peter Greenway Photography will contact you with the correct shipping costs before processing your order, and the customer will have an opportunity to cancel the order.

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Returns Policy

If, for any reason you, the customer, are unsatisfied with any physical prints and/or products purchased through Peter Greenway Photography online website, then you must return the goods with a receipt within thirty (30) days from the date of purchase.

Peter Greenway Photography will **only** accept returns for visually or physically defective products unless it has been damaged by the customer. Any dissatisfaction with the image, colour, print, etc will not constitute a valid reason for return. The customer is responsible for the return shipping costs. Upon successful receipt of the return, the customer will have the option of receiving an identical replacement product or a full refund.

Digital Image Licensing

Peter Greenway Photography permits the buyer a non-exclusive, non-transferable perpetual, non-commercial license to download and copy the purchased image which are subject to the below restrictions listed below:

- The license is solely to be used for personal use, charitable and non-commercial use. Explicitly, absolutely no commercial use of the image is permitted under this agreement, unless a commercial license is purchased. Title, ownership, copyright, and all rights both current and in the future, of the image and/or product(s) will belong exclusively to Peter Greenway Photography. There are no warranties, express or implied under this provision, and the customer accepts that the Media and/or Product(s) are provided "as is".
- Under this provision, neither Peter Greenway Photography and/or utilized vendors will be held liable for any additional Third Party claims, incidental, consequential, or otherwise alleged damages arising out of the license or buyer's use of the purchased image and/or product(s).
- A commercial license may be available upon request and will require an additional contractual agreement between Peter Greenway and the customer. Please Email contactme@petergreenwayphotography.com for more information.

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Customer Allowable Actions

Customer Allowable Actions include all personal and non-commercial use of the image and/or printed product(s), which permits the customer to perform the following actions:

- The customer may display the digital images and printed product(s) on personal websites and computers.

Customer Barred Actions

Customer Barred Actions include all non-personal and commercial use of the digital images and printed product(s) which prohibits the customer to perform the following actions:

- The customer may not resell, relicense, sub-license, or otherwise redistribute digital images and printed product(s) without expressed written permission directly from Peter Greenway Photography.
- May not modify, crop, or otherwise alter the digital image and printed product(s).
- Pass off a purchase image or printed product as their own.
- The customer may not make images and/or prints for personal use from the original work.
- The customer may not use the images in any fashion that requests and/or charges others money or fees and may not under any circumstances receive any financial compensation, payment, or remuneration for the usage of any digital images and printed product(s) in advertising.
- The customer may not utilize the digital images and printed product(s) in a pornographic, explicit, illegal, immoral, slanderous, defamatory manner.

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- The customer shall not incorporate the digital images and printed product(s) or Peter Greenway Photography brand or logo into any trademarks, logos, or service marks.
- The customer shall not make any purchased digital images and printed product(s) available for download.
- The customer shall not utilize any digital images and printed product(s) for business, educational, events, or other non-personal uses, all of which, require a commercial license as specified by this Terms of Sale.
- Submit the image to any Artificial Intelligence (AI) application or website for the purpose providing a 'training' image.

Website Errors, Inaccuracies & Omissions

We try to ensure that the information posted on the website is correct and up to date. Occasionally there may be information on the website that contains errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information.

We undertake no obligation to update, amend or clarify information on the website. No specified update or refresh date applied on the website, should be taken to indicate that all information on the website has been modified or updated.

Changes To These Terms & Conditions

Peter Greenway Photography reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

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IF ANY OF THESE TERMS OF USE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THIS WEBSITE OR THE CONTENT.

Peter Greenway Photography retains all rights, license, copyright, title, descriptions, and ownership of purchase digital images and printed products.

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