

Terms and conditions

The following terms and conditions are the contract between you and Catch The Moment ('we', 'our' or 'us').

Our registered business address is 285A Gloucester Road, Bristol, BS7 8NY.

These terms apply to you, so far as the context allows to you as a visitor to our Website, as a prospective customer and as a customer. They prevail over any terms proposed by you.

If you have any questions about our terms and conditions, please contact us.

1. Definitions

In this agreement:

'Account'	means the records on our Website relating to you and your transactions with us.
'Consumer'	has the same meaning as in the Regulations, or otherwise where the context applies, any individual located in the United Kingdom or in a European Union member state who, in connection with this agreement, is acting for a purpose which is outside their business.
'Content'	means the content that is encountered as part of your experience or that you contribute to our Website when visiting it. Content may include, among other things: text, images, sounds, videos and animations.
'Delivery Service Provider'	means any person or business contracted by us to carry Products from us to deliver them to you.
'Extra Work'	means all the work we carry out and the materials we use to prepare or produce a Made To Order Product.
'Intellectual Property'	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights, software, discoveries, know-how, together with all rights which are derived from those rights.
'Post'	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other

material on our Website. The terms 'Posted' and 'Posting' shall be interpreted accordingly.

'Product'	means any of the Products we offer for sale on our Website, or, if the context requires, a Product we sell to you. It includes a Made To Order Product.
'the Regulations'	means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
'Made To Order Product'	means a Product that has been subject to Extra Work or that have been processed to your specific order.
'our Website'	means any website, webpage or service designed for electronic access that is owned or operated by us.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.3. Except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 2.4. In this agreement references to a party include references to that person's successors, legal representatives, permitted assigns and any person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.5. The headings to the paragraphs to this agreement do not affect the interpretation.
- 2.6. A reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.7. In the context of permission, 'may not' in connection with an action of yours, means 'must not'.
- 2.8. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.

- 2.9. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. So far as the law allows, all implied conditions, warranties and terms are excluded from this agreement.
- 3.3. In entering into this contract you have not relied on any representation, warranty, information or document or other term other than that given on our Website.
- 3.4. Where we provide a Product or a service without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Product or service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of that Product or service.
- 3.5. If in future you buy Products from us under any arrangement that does not involve payment through our Website then these terms still apply so far as they can be applied.
- 3.6. If you use our Website in any way, including if you make an order on behalf of another person then you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.7. Should these terms conflict with any other information we provide on our Website or elsewhere, then you agree that these terms prevail.
- 3.8. We may change these terms from time to time. The terms that apply to you are those published on our Website on the day you order.

4. Availability of Products

- 4.1. Because we rely on our suppliers and partners, we do not guarantee that all the Products advertised on our Website are available until we confirm your order.

- 4.2. If we do not have the Product you order in stock, we will offer you alternatives. If this happens you may accept the alternatives we offer or cancel all or part of your order.
- 4.3. We do not sell our Products in all countries. We may refuse to deliver Products to you if you live in a country we do not serve.

5. Acceptance of your order

- 5.1. Your order is an offer to buy from us.
- 5.2. In making an order, you acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product you have selected is suitable and satisfactory for your requirements.
- 5.3. The contract between us for the sale of a Product comes into existence when we write to you to confirm that we agree to provide to you with the Product you requested. Your payment does not create a contract. If we decline to provide a Product we shall immediately return your money to you. At any point up until then, we may decline to supply the Product to you without giving any reason.
- 5.4. Our message will also confirm details of your purchase and tell you when we shall despatch your order.

6. Extra Work

- 6.1. This paragraph applies to Made To Order Products.
- 6.2. Our contract to supply a Made To Order Product is a contract for both the supply of the Product and for the Extra Work you have asked us to perform.
- 6.3. Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing.
- 6.4. At any point up until then, we may decline your order without giving any reason.
- 6.5. Once we accept your order we are both bound to these contract terms.
- 6.6. If you terminate this agreement before the Made To Order Product is complete, you agree to pay us for all of the Extra Work to the date of cancellation by you.

- 6.7. You acknowledge the the Regulations do not apply to the cancellation of a Made To Order Product, unless the Made To Order Product is faulty.

7. Price and payment

- 7.1. The price payable for a Product that you order is clearly set out on the checkout page.
- 7.2. The price of a Product may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy that Product.
- 7.3. If, by mistake, we have under-priced a Product, we will not be liable to supply that Product to you at the stated price, provided that we notify you before we dispatch it to you.
- 7.4. Prices include value added tax ('VAT'). If you show by your delivery address that you reside outside the United Kingdom, VAT will be deducted at the payment point.
- 7.5. The price charged for any Product may differ from one country to another. You may not be entitled to a particular price unless you reside in the qualifying country.
- 7.6. If we owe you money (for any reason), we will return the amount owed to you as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.
- 7.7. Payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your payment information in a secure environment.
- 7.8. For some products or services, you may be transferred to the website of FujiFilm who will process your payment and provide the products and/or services to you. If so, your payment information is never collected by or passed to us.

8. Delivery

- 8.1. At checkout we may give you a choice of options for the expected date and method of delivery of your Products with the price of each based on your delivery address and the Product itself.
- 8.2. Not all options may be available for all geographical locations.

- 8.3. We aim to deliver your Products by the expected date, but because we rely on our partner Delivery Service Providers, we cannot guarantee that your Products will arrive by the expected date.
- 8.4. We will send you a message to tell you when your order has been dispatched.
- 8.5. Deliveries will be made by one of our our Delivery Service Providers to the person at the address given in your order.
- 8.6. Products are sent at our risk until delivered to you at the address you have given to us.
- 8.7. If you have ordered more than one Product then we may deliver some of those products separately to others. We do this so that you receive your Products as quickly as possible.
- 8.8. The Delivery Service Provider may contact you in advance by email or text message to give you an estimated arrival date and time, and give you options for delivery to another safe place or at another time if you know in advance that you will not be available to receive your packages. You may be able to track your order.
- 8.9. Some products must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the products may be retained by the Delivery Service Provider, who will attempt to redeliver them the next working day, or they may be delivered to a neighbour.
- 8.10. If so, then the Delivery Service Provider will post a card through your door with further delivery instructions if they're unable to complete delivery or if they leave the parcel with a neighbour.
- 8.11. If you haven't received some products from your order, please wait until the delivery due time and date has passed before contacting us, as the missing items may be delivered separately later.
- 8.12. When your order arrives, it is important that you check immediately the condition and quantity of the products.
- 8.13. If any products have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
- 8.14. Signing 'Unchecked', 'Not checked' or similar is not acceptable.

9. Cancellations

- 9.1. If you change your mind about a Product you have bought from us, you may cancel your order or return the Product for a refund subject to the following terms and conditions.
- 9.2. Please note that there are some Products that you cannot return unless they are faulty or not as described (see below).
- 9.3. If you have ordered a Product but not received it, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation to us and we will return your money.
- 9.4. If you have received a Product you ordered, you may cancel your order at any time within 14 days after the date you received it. You must tell us that you wish to cancel within that 14 day period and you must also return the Product to us so that we receive it within that same 14 day period.
- 9.5. The item must:
 - 9.5.1 be unused and in the same condition as when we sent it to you (with all labels and tags attached) so that it can be resold at full price;
 - 9.5.2 not have been registered with the manufacturer; and
 - 9.5.3 not contain personal information or be customised for your preferences.
- 9.6. You must also provide proof of purchase, such as a receipt, invoice or delivery note.
- 9.7. If you have bought through our Website, we will refund the standard delivery charge you paid if the Product is returned and received by us within 14 days of receipt by you. If your order comprised multiple Products and you are only returning only some of them then we will only refund the cost of delivery of those Products returned.
- 9.8. If the Product is not faulty then you are responsible for the cost of returning the Product. We have no obligation to refund to you your cost of repacking and returning the Product.

10. Return of a faulty Product

- 10.1. If you believe that you have a faulty Product, or that your Product is not as we described, please contact us. We will need to know which Product it is, the date you bought it, and full details of the defect or other reason for return.

- 10.2. So far as possible, a Product should be returned:
 - 10.2.1 with all parts included;
 - 10.2.2 with both the Product and all packaging as far as possible in its original condition;
 - 10.2.3 securely packaged;
 - 10.2.4 with information that allows us to identify who you are and proof that you purchased the Product from us;
 - 10.2.5 with information that clearly states the fault, when it first became apparent, and other information to enable us to identify or reproduce it; and
 - 10.2.6 at your risk and cost.
- 10.3. Unless we have already agreed that the fault exists, when we receive the Product back, we will check it.
- 10.4. If we agree that the Product is faulty, we will:
 - 10.4.1 refund the cost of return carriage;
 - 10.4.2 refund, repair or replace the Product as we choose if we receive the Product within 30 days of receipt by you; or
 - 10.4.3 if you have bought as a Consumer, repair or replace the Product in accordance with the terms of the Consumer Rights Act 2015 if we receive the Product after 30 days of receipt by you.
- 10.5. If you send a Product to us without an copy of your invoice or a returns note, we may not be able to identify who you are or the reason for returning the Product and consequently, we may not have sufficient information to enable us to attend to your complaint.
- 10.6. If we repair or replace the Product, you have no additional claim against us either under this agreement or by statute or common law in respect of the defect.
- 10.7. If delivery was made to a UK address, you may have additional rights under the Sale of Products Act 1979 and Supply of Products and Services Act 1982.

11. Products not eligible for return unless faulty

11.1. Not all Products can be returned unless they are faulty or not as described. These include:

11.1.1 Products that fail to meet our terms and conditions, including those that:

11.1.1.1 you received over 14 days ago;

11.1.1.2 have been opened or unsealed (other than where necessary to inspect);

11.1.1.3 without original packaging or labels (or with labels in poor condition);

11.1.1.4 are digital content provided on a tangible medium such as photographs or video delivered on optical storage discs or a memory stick;

11.1.1.5 in poor condition;

11.1.1.6 containing your personal data; and

11.1.1.7 have been registered with the manufacturer to you;

11.1.2 Products that are mixed with others so that we cannot identify or easily separate them;

11.1.3 Products personalised for you or made to your specific requirements; and

11.1.4 Products that cannot be returned for hygiene reasons.

12. Returning a Product to us

12.1. In law, you are responsible to make sure that we receive any returned Products.

12.2. If you return a Product by post or by courier, we recommend using a tracked service.

12.3. If you have ordered online, the invoice or delivery note must give your name and address and your order number. Without this information we cannot trace who has returned the Products and who we should refund.

- 12.4. Please return the Product as far as possible in its original condition and with all packaging and labels, and securely wrapped so as to protect the Product during transport.
- 12.5. We do not refund you for the cost of returning a Product to us unless it is faulty.

13. Refunds

- 13.1. The way you originally paid for the product determines how we refund you.
- 13.2. If you return a Product that does not qualify for return under these terms or if you do not provide proof of purchase, we may be unable to process a refund. Please ensure that you provide us with your receipt, despatch note or order confirmation.
- 13.3. If you paid by credit or debit card, we shall refund the same card originally used to place and pay for the order.
- 13.4. If you paid online using PayPal or another electronic payment system then we refund that account as soon as possible (usually straight away unless the Product needs to be inspected).
- 13.5. For returns made by post or by courier, we issue a refund once the Product comes back into our possession.
- 13.6. It can take up to 14 days (but usually sooner) for the money to be returned into your bank account.

14. Waste Electronic and Electrical Equipment Regulations 2013

- 14.1. The Waste Electronic and Electrical Equipment Regulations 2013 provide that suppliers of equipment to Consumers must allow their customers to return any electronic or electrical product when you buy a replacement product for similar use.
- 14.2. If you wish to take advantage of this service, you must return your waste product within 28 days of buying your new one. You must pay the carriage cost to us.

15. Your Account

- 15.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with Products.
- 15.2. If you use our Website, you are responsible for maintaining the confidentiality of your Account and password and for preventing any unauthorised person from using your Account.
- 15.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

16. Children on our Website

- 16.1. Any person of any age may freely access our Website.
- 16.2. We do not knowingly collect personal information from any person under the age of 18 years of age.
- 16.3. You agree that access to our Website by children in your care is provided by you. You agree that before providing access, you have checked that the Content your children might see is suitable for them.
- 16.4. You now agree to waive any claim you may otherwise have against us on account of age-related suitability of Content and to indemnify us against any claim made by any person on behalf of a child in your care.

17. Intellectual Property

- 17.1. We will defend our rights in all our Intellectual Property, including the rights in our Products and services, and our copyright in the Content of our Website whether provided by us or by any other party.
- 17.2. You may not use our name, logos or trademarks or any other Content on any website of yours or that of any other person.
- 17.3. You agree that at all times that you will:
 - 17.3.1 not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it;

- 17.3.2 notify us of any suspected infringement of our Intellectual Property;
and
- 17.3.3 without our express permission, not to:
 - 17.3.3.1 copy or replicate it for use by any other person in any way not intended by us;
 - 17.3.3.2 make any change to it or any part of it;
 - 17.3.3.3 publish or store it on any website or cloud storage service, or otherwise allow any other person access to it;
 - 17.3.3.4 create derivative works from it;
 - 17.3.3.5 use it in any way in which it is not intended to be used;
and
 - 17.3.3.6 not to use it except directly in our interest.

18. Indemnity

- 18.1. You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:
 - 18.1.1 your failure to comply with the law of any country;
 - 18.1.2 your breach of this agreement;
 - 18.1.3 any act, neglect or default by any agent, employee, licensee or customer of yours;
 - 18.1.4 a contractual claim arising from your use of any Product; and
 - 18.1.5 a breach of the intellectual property rights of any person.
- 18.2. You agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100 per hour without further proof.

19. Disclaimers and limitation of liability in respect of our website

- 19.1. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents

and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999, as well as to us.

- 19.2. We use our reasonable endeavours to confirm the accuracy of any information we place on this website. We make no warranties, whether express or implied in relation to its accuracy or completeness.
- 19.3. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our website.
- 19.4. This website may contain links to other websites over which we have no control of the nature, the content and the availability.
- 19.5. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying goods or services via such a website.
- 19.6. The inclusion of any links on this website does not necessarily imply a recommendation or endorse the views expressed on those to which we link.
- 19.7. This website is provided 'as is' and 'as available' without any representation made. We make no warranty as its usefulness to you, its satisfactory quality, its fitness for any purpose, the availability of any function of the website, the compatibility with your devices or software, privacy of any transmission, or security of use.
- 19.8. We aim to maintain access to our website, but from time to time it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 19.9. You acknowledge that access to our website may also be interrupted for many reasons beyond our control.
- 19.10. Accordingly, we make no warranty that this website will meet your requirements or that your use of it will be uninterrupted, timely or error-free.
- 19.11. Nor do we make any warranty that we will correct defects and errors, nor that the website or the server on which it is hosted are free of viruses or bugs.
- 19.12. We will not be responsible or liable to you for any loss, foreseeable or not, arising from any interruption of the availability of our website.
- 19.13. We shall not be liable to you in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) for any loss or expense arising out of or in connection with your use of this website, which is a special, indirect or

consequential loss, or an economic loss or other loss of turnover, profits, contracts, business or goodwill.

This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.

20. Disclaimers and limitation of liability in respect of any Product

- 20.1. To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to any Product we sell or make available to you. This does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.
- 20.2. We make no representation or warranty for the quality of a Product; its usefulness to you or its adequacy or appropriateness for a particular purpose; its condition for resale; the correspondence of it with any description; or any aspect or characteristic of any Product advertised on our Website.
- 20.3. We shall not be liable to you for any loss or expense arising from your use of a Product which is an indirect or consequential loss; or an economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 20.4. Except where otherwise set out, our total liability to you, however it arises, shall not exceed the amount you have paid us for Products in the immediately preceding 12 month period. This applies whether your case is based on contract, tort or any other basis in law.
- 20.5. No term of our agreement with you shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees.

21. Miscellaneous matters

- 21.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 21.2. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

- 21.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 21.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.5. Any communication to be served on either party by the other shall be delivered by hand, sent by a recorded delivery postal service or by email. It shall be deemed to have been delivered: on the day of delivery if delivered by hand, or within 72 hours of posting if delivered by recorded post, or when an email message confirming receipt is sent if sent by email.
- 21.6. In the event of a dispute, you agree to undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 21.7. No party to this agreement shall be liable for any failure or delay in performance of this agreement that is caused by circumstances beyond their reasonable control, including any labour dispute between a party and their employees.
- 21.8. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 21.9. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England.