

Terms of Use

About

Please read the our terms of use carefully. They formally set out how you may use our website.

If you have any questions about our terms of use, please contact us by [e.mail](#) before using or ordering from our website.

Terms of Use

These terms and conditions ("the Terms of Use") govern the use of www.berkhamsted-imaging.co.uk and any other alternative domain name that resolves to it ("the Website") and the purchase of any goods from it.

The Website is made available to you and owned by Berkhamsted Imaging Centre Limited, a limited liability company, incorporated in England & Wales, whose company registration no. 05316364 ("Berkhamsted Imaging").

Parties

Any reference in the Terms of Use to "us", "we", "our", "the Company" or "BIC" refers to Berkhamsted Imaging.

Any reference in the Terms of Use to "you" or "your" means you and refers to the person or legal entity accessing, using or browsing the Website and or its content.

Acknowledgement and acceptance of the Terms

By accessing, using or browsing the Website you acknowledge that you have read and understood the Terms of Use and you agree to be bound by them.

If you do not agree to the Terms of Use, you must discontinue use of the Website.

Right to amend the Terms

Berkhamsted Imaging may change the Terms of Use at any time. Any such changes will take effect when posted on the website and it is your responsibility to read these terms and conditions on each occasion you use this website.

Availability of the Website

Berkhamsted Imaging does not guarantee that the Website will always be available or that its availability will be uninterrupted, timely, secure or free from bugs, errors and or omissions.

Berkhamsted Imaging reserves its right to modify, suspend or discontinue all or part of any Website at any time for any reason without providing notice to you.

Security of your Computer

You are responsible for protecting the security of and access to your computer or other device you use to access the Website.

Berkhamsted Imaging has taken care to ensure that the Website and its data are virus and malware free, but this cannot be guaranteed. Data transmitted via the internet may not be secure and may be intercepted or modified. You are responsible for scanning any data transmitted to your computer or other device used to access the Website for viruses and any other type of malware.

Use of Cookies

You agree that we may use cookies in accordance with our Privacy Policy.

Content

Berkhamsted Imaging has taken care to ensure that the information presented on the Website ("the Content") is accurate.

However, Berkhamsted Imaging does not guarantee this accuracy nor that the information presented here will be applicable or appropriate to you or your circumstances.

The Website and the Content is provided "as is", without warranty or guarantee of any kind, either expressed or implied, as to the fitness for a particular purpose or quality.

Editorial contributions and opinions

The Content is intended for information, entertainment and educational purposes only.

The Content may be derived wholly or partially from individual contributors and the personal views, editorial, comments and opinions of those individual contributors, even where those individuals are also employees or officers of the Company, are not approved, moderated by or endorsed by Berkhamsted Imaging nor do they necessarily reflect the views of Berkhamsted Imaging.

Fiction

The Content includes works or aspects of fiction and instances of irony, exaggeration, deceit, fallacy and other dramatic devices which are employed for comic, literary or other effect.

Use by children

Our Website is not intended for use by children under 13 years old. The Content may contain ideas, notions, characterisations or depictions, that are not considered suitable for young children.

Berkhamsted Imaging does not sell products or services to children on-line.

If you are under 18 years old, you may only use the Website with the permission and or supervision of your parent or guardian.

Your Responsibilities

You are solely responsible for your use (if any) of the Website the Content and the steps (if any) you choose to take as a result of your use (if any) of the Website and/or the Content.

Guidance and Recommendations

To the extent, if any, that the Content, includes or amounts to a recommendation or guidance, such recommendation and or guidance is a broad generalisation for which the Company accepts no liability as it may not be appropriate to you or your individual circumstances. You are solely responsible for deciding whether or not to adopt such recommendation and or guidance and or discerning whether it is in your best interest to do so.

No advice

Nothing in the Content is intended to be, or should be construed as, legal, financial or other professional advice on which you may rely.

No affiliation

Nothing in the Content is intended to be, or should be construed as, creating or indicating an affiliation or partnership with, sponsorship between, or endorsement of or by Berkhamsted Imaging and or any third party.

No contract or representation

Nothing in the Content, other than those contracts formed and concluded in accordance with Berkhamsted Imaging's Terms of Sale, shall constitute or give rise to the formation of a contract between you and Berkhamsted Imaging.

Nothing in the Content, amounts to, or should be construed as, an offer or acceptance of an offer to enter into a contract.

Nothing in the Content, amounts to, or should be construed as, a pre-contractual representation on which you are entitled to rely.

Nothing in the Content, amounts to, or should be construed as, a modification, supplement, novation or waiver of any rights with respect to an existing contract or other binding commercial terms.

No duty of care

To the maximum extent permitted by law, nothing in the Content, shall or shall be construed as giving rise to, the creation or extension of a duty of care on Berkhamsted Imaging insofar as you or any third party are concerned.

Third Party Content

Berkhamsted Imaging is not responsible for the content or actions of external websites.

The Website and or the Content may contain elements that link to references or embeds websites and or content that is provided by, owned and/or operated by third parties ("Third Party Web Content"). Third Party Web Content may be subject to its own terms of use. Berkhamsted Imaging does not accept any responsibility or liability for any Third Party Web Content and your access and use of such

services and content is at your own risk.

Third Party Rights

The ownership and intellectual property rights in any Third Party Web Content are acknowledged and remain the sole property of their respective owners.

The use of any Third Party Web Content on the Website is in accordance the licence and or rationale stated on the credits page and or provided in the attribution on the web page which includes the Third Party Web Content.

No infringement is intended. If you are the owner of any Third Party Web Content and believe that your content is being used inappropriately, please [e.mail](mailto:us) us.

Our Trademarks

The names, images and related marks "*Berkhamsted Imaging*", "*image: is everything*" and "*funky photo stuff*" are trademarks and or servicemarks of Berkhamsted Imaging Centre Ltd. All rights reserved.

Other Trademarks etc.

Product and company names, images and other marks referred to in the Content may be the trademarks or registered trademarks of their respective owners. All trademarks are acknowledged and are the sole property of their respective owners.

Extent of Liability

To the maximum extent permitted by law, Berkhamsted Imaging shall not be liable to you or any third party for any costs or damages, including, but not limited to, any lost profits, lost savings or lost income which may result from the use or inability to use this Website and or the Content.

Without prejudice to the generality of the foregoing, Berkhamsted Imaging shall not be liable to you or any third party for:

- loss or damage suffered by you or someone else when Berkhamsted Imaging complies with the Terms of Use or the law generally;
- loss or damage which is caused by Berkhamsted Imaging when it does not comply with the Terms of Use but which Berkhamsted Imaging and you could not anticipate nor expect to happen when you started using the Website;
- any loss which is indirect or a side effect of the main loss or damage and which Berkhamsted Imaging and you could not anticipate nor expect to happen when you started using the Website, for instance if you lose revenue or salary, profit, opportunity or reputation;
- provided Berkhamsted Imaging complies with its Privacy Policy, any loss of data or damage to your device or software; and
- any loss or damage if the Website is not provided to you or is interrupted or suspended or if Berkhamsted Imaging does not comply with the Terms of Use because of events beyond Berkhamsted Imaging's control, such as an act of God, accident, fire, lockout, strike or other official or unofficial labour dispute, civil commotion rule or order or act of Government or other act or event beyond the reasonable control of Berkhamsted Imaging.

Limitation of Liability

You agree that Berkhamsted Imaging's total liability to you, howsoever arising, shall not exceed £5 (five pounds). You further acknowledge and accept that as that no charge is made to access the Website, such limitation is fair reasonable and a commercial requirement for the Company.

Your legal rights as a Consumer

Nothing in these terms shall exclude or limit either our or your liability for death or personal injury caused by negligence or for fraud, or where you are a consumer, shall exclude or limit your statutory rights as a consumer.

For further information about your legal rights as a consumer you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

Exercise or enforcement of rights

If Berkhamsted Imaging decides not to exercise or enforce any right that it has against you at a particular time, then this does not prevent Berkhamsted Imaging from deciding to exercise or enforce that right later.

Preservation of our way of life

In the event of a zombie apocalypse you agree to use all possible means to preserve your supplies of food water weapons and ammunition, the lives and welfare of your loved ones and of other survivors and not to engage in utilitarian calculus or lose your

personal integrity to the moral vacuum of the imperative to survive.

The previous provision is for our amusement only and has no contractual effect.

Enforceability of terms

If any part of these terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from these terms and the remaining parts of these terms will continue to be enforceable.

Third parties

These terms do not create or infer any rights that are enforceable by any person or legal entity who is not party to this agreement.

No Transfer of rights

You may not assign, sub-license or otherwise transfer any of your rights and obligations arising from this agreement to any other person.

Law

The Terms of Use and the relationship between you and Berkhamsted Imaging shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided by the Courts of England and Wales.

The section titles included in this Terms of Use are for convenience only and have no contractual effect.