



GIFT CERTIFICATES - TERMS & CONDITIONS

These Terms and Conditions apply to Gift Certificates and govern the relationship between us & you. Use of your Gift Certificate will constitute acceptance of these Terms and Conditions. These Terms and Conditions override any statements on your Gift Certificate if they are different. You must therefore read them carefully. If there is anything you do not understand, please contact us.

Purchasing your Gift Certificate

Gift Certificates can be purchased at www.ghgraham.com. The minimum amount required to activate a Certificate is £15. The maximum amount that may be on a Gift Certificate is £100. Your Gift Certificate is issued by, and remains the property of, Graham Harris Graham - Fine Art Photography, 7 The Cross, Culross, Fife, KY12 8HT, Scotland.

Using your Gift Certificate

You may redeem your Gift Certificate at www.ghgraham.com. When you use your Gift Certificate the amount of your purchase will be deducted from the balance on the Certificate. The remaining balance may be applied to future purchases. Change will not be given. Your Gift Certificate is not a credit Certificate, charge Certificate or debit Certificate. You may not exchange your Gift Certificate for cash. Refunds will not be given for the purchase of a Gift Certificate. We reserve the right to refuse to accept Gift Certificates which we believe may have been stolen or obtained in another illegal way.

Expiration & Cancellation

There is no expiration period applied to your Gift Certificate. However, we reserve the right to cancel your Gift Certificate if we suspect it is being used fraudulently or in breach of these Terms and Conditions.

Loss, Theft, Damage

You should take care of your Gift Certificate and treat it like cash. We are not responsible for lost or stolen Certificates. You should immediately report any loss, theft, fraudulent or unauthorised use of your Gift Certificate to us.

If you lose your Gift Certificate or it is stolen, damaged or malfunctions, we may, at our sole discretion, replace your Gift Certificate and transfer the balance stored on it to a replacement Certificate. Circumstances in which we may determine not to replace your Gift Certificate include where we reasonably believe that the notified incident has been caused by your breach of these Terms and Conditions or where there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct.

We will require your Gift Certificate Code Number and proof of purchase before we can consider, in our sole discretion, any request to replace your Gift Certificate. If we agree to replace your Gift Certificate, a replacement Certificate will be delivered to your home address, usually within 7 business days of you first notifying us of the incident.



We reserve the right to charge a replacement Certificate fee for each replacement Certificate in the event that you are issued with more than two replacement Certificates within any 6 month period. If you subsequently find or retrieve a Gift Certificate which you have reported lost or stolen, you must notify us immediately.

Please be aware that if you order a Gift Certificate and the item goes missing in the post, we will investigate for you and provide you with the relevant information but we are not liable to replace, compensate or refund any funds that may have been lost.

Resale/Use in Promotions

You may not sell your Gift Certificate. Gift Certificates may not be used in sales or promotional activities including giveaways or prizes in competitions without our prior consent. We reserve the right to cancel any Gift Certificate that we suspect has been resold or obtained in connection with an unauthorised sales or promotional activity.

Customer Services

If you need assistance or if you have any enquiry relating to your Gift Certificate, you can use the Contact Us facility at www.ghgraham.com

Data Protection and Privacy

When you order a Gift Certificate you will be asked to provide certain personal information, including your name, address and contact details. We are committed to maintaining the security of your personal information in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. The Gift Certificate Privacy Policy (available at www.ghgraham.com) will apply whenever you provide us with personal information, and is incorporated by reference into these Terms and Conditions.

Liability of Graham Harris Graham - Fine Art Photography

We shall not be liable for any loss or damage arising from or in connection with your use of a Gift Certificate where such loss or damage arises from any cause beyond our reasonable control. Where any loss or damage arises from a cause within our control, our liability to you shall not exceed a sum equal to the balance on your Certificate as at the date that such loss or damage occurs. This clause shall not exclude or limit any liability that cannot be excluded or limited by law.

Variation

We reserve the right to amend or waive any provision of these Terms and Conditions from time to time or to terminate the Gift Certificate service on reasonable notice. The Terms and Conditions applicable to the use of a Gift Certificate shall at any time be the terms and conditions published on www.ghgraham.com and your continued use of a Gift Certificate shall constitute your acceptance of such terms and conditions.

Assignment

If we assign the benefit of these Terms and Conditions to another company, your rights will not be affected.



Governing Law

These Terms and Conditions are governed by Scottish law.