

TERMS & CONDITIONS

Firsttake provides this Firsttake.co.uk site and the products and services offered on it under the following terms and conditions of service and website use ("Terms"); please read them with care. By using the Firsttake.co.uk. Registering to use the services offered you are stating that you have read and understood the Terms and agree to be bound by them. Firsttake reserves the right to terminate your membership at any time, including if Firsttake learns that you have provided false registration information or have violated the Terms.

1. Modifications to terms

Firsttake reserves the right to modify the Terms from time to time without notice. The Customer is understood to have read the terms and conditions in case of each and every use. The customer's sole recourse will be to discontinue use of the website. Continued use of the website indicates the customer's understanding and acceptance of the modified Terms.

2. Contract Formation and Governing Law

No contract will exist between Firsttake and the customer until and unless Firsttake, or one of its gift suppliers, dispatches the customer's gift. Acceptance will be deemed complete and effectively communicated at this time. Ownership of the goods will pass to the customer on receipt of payment and dispatch of the goods from a Firsttake. gift supplier. Any and all contracts formed will be interpreted, construed and enforced in all respects in accordance with the laws of England and Wales. Firsttake. and the customer irrevocably submit to the exclusive jurisdiction of the English Courts.

3. Copyright and Trademarks and Restrictions on the use of the Website

The content of this website is copyright of Firsttake.co.uk. and belongs to Firsttake or its licensors. All other intellectual property rights are reserved. Certain of the names, logos and other materials displayed on the website constitute trademarks, trade names, service marks or logos ("Marks") of Firsttake. or other entities. You are not authorized to use any such Marks, ownership of these Marks and the goodwill thereof remains the property of Firsttake or those other entities. This website is for personal and non-commercial use. You may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website. You may only download to your personal computer for viewing purposes and print out a number of pages of this website for your personal use.

4. Geographical Coverage

Firsttake do deliver outside of the UK. To check delivery details please contact our Customer Care Team at info@firsttake.co.uk. you acknowledge that the customer care team has access to data relating to your orders and that it can disclose such data after conducting the necessary identity checks. To check that we have carried out your instructions correctly and in the interests of quality control, we may monitor and record telephone calls to our contact centre.

5. Legal disclaimer

The services and all information, products and other content included in or accessible from this web site, are provided on an "as is" and "as available" basis and are subject to change at any time without notice to you. Every reasonable care has been taken to ensure that the descriptions and colour matching are accurate. However, all measurements quoted are approximate and the reproduction of colours is as accurate as photographic and publishing processes will allow.

6. Limitation of liability

Firsttake accepts unlimited liability caused by our negligence. We shall not be liable to you in connection with any contract, in tort (including negligence), contract or otherwise for any loss of profit, anticipated savings or data that your business may suffer. We shall, however, be liable for losses that you suffer as a result of our breach of contract and that could have been contemplated by both you and us at the time the contract is concluded. We assume no responsibility for the contents of any other web sites to which this Web Site has links. These terms and conditions do not affect your statutory rights as a consumer.

7. Third party content and monitoring

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information provided by other users of the Firsttake.co.uk website, are those of the respective author(s) or distributor(s) of that information and not of Firsttake, Firsttake, neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the website by anyone other than authorized Firsttake, spokespersons while acting in their official capacities. Firsttake has the right, but not the obligation, to monitor and review the content on the website and your account to determine compliance with these Terms and any other operating rules established by Firsttake to satisfy any law, regulation or authorized government request, or for other purposes. You understand and acknowledge that Firsttake.co.uk is not obliged to monitor content for accuracy or reliability.

8. Advertisers

The customer's correspondence or business dealings with, participation in promotions of advertisers or sponsors found on or through the website, including delivery of advertisers goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the customer and such advertiser(s) or sponsor(s). Subject to the customer information in the website Help sections, the customer agrees that Firsttake shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, or as the result of the presence of such advertisers or sponsors on the Firsttake.co.uk website.

9. Links to other sites

Firsttake assumes no responsibility for the contents of any other websites to which the Firsttake website has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of, or reliance on, any content, goods or services available on such hyper-linked sites. Firsttake.co.uk may not have control of such websites. The inclusion of any hyperlinks to such other websites does not mean that Firsttake endorses the material on such websites or has any association with the owner(s) thereof.

10. Price Adjustments

The price for the items will be as stipulated at the time that the customer places the order. Firsttake is entitled to make adjustments to the price to take account of any increase in supplier's prices, or the imposition of any new taxes or duties, or if due to an error or omission the price published for the goods on the website is wrong, Firsttake will inform the customer of the correct price before a contract has been entered into. If a contract has been entered into or the goods have already been delivered, Firsttake agrees to supply the goods at the published price. All prices on the Firsttake website are inclusive of VAT but exclusive of delivery and insurance charges which will be payable as indicated at the time of placing the order.

11. Claims Limitation

Delivery dates are not guaranteed, and where delivery dates are given they are without liability, although Firsttake will endeavour to ensure that delivery dates and requirements are met wherever possible. If a specific delivery date has not been requested the order will be fulfilled within 30days.

If you receive an item from us which is faulty, which you did not order or for any other reason which is our fault, please contact our Customer Care team by email at info@firsttake.co.uk to inform us and we will arrange a refund or replacement. In the event of you returning goods to us we will also pay any reasonable costs in returning the goods. The Firsttake Customer Care department will issue the customer with a Returns Authorization number and notify them of the returns procedure. This does not affect your statutory rights.

11a. Free Delivery Offer

Firsttake from time to time run special offers and will pay the standard delivery charge on all orders (to be delivered within England, Wales and parts of Scotland excluding Highlands and Islands) where the net product price is greater than or equal to the amount specified (not including standard delivery charges or gift wrapping charges) . If the conditions of this offer are met, the delivery cost will be deducted from the total order value at the time the order is checked out.

12. Returns Procedure

You have a right to cancel your order for any item purchased through our website with or without reason, under the distance selling regulations for refund. This does not apply to any perishable goods, unsealed software or item personalized or made to your specification. To cancel any item, you can e-mail or write to us within 14 working days of the day following delivery of your order being made, quoting your order number. You must take reasonable care of the item, retain all original packaging and must not use them. Items may be returned to our Customer Care department. Any costs incurred in returning the item are the responsibility of the customer. We will refund within 30 days of your cancellation. A full refund will be given for items returned to us within this period; items not returned will have the direct cost of retrieving the item(s) deducted from the refund value.

13. Your account security

The customer is solely responsible for maintaining the confidentiality of their Username and Password, and the activities that occur under their Username and Password. The customer agrees to notify Firsttaker immediately of any unauthorized use of their Username and Password, or any other breach in security. Firsttaker cannot and will not be liable for any loss or damage arising from the customer's failure to adequately safeguard their Username and/or Password, or to otherwise comply with this section.

14. Processing Electronic Payment Instructions

All Electronic Payment Instructions received from someone logged in to the Firsttaker Website using your Username and Password will be treated as your instructions even if you can later prove that they were made without your authority.

15. Rejection of Electronic Payment Instructions

We reserve the right, in our sole discretion, not to accept or place an Electronic Payment Instruction: if we consider it appropriate to first obtain further information, confirmation or instructions from you or if we are unable to obtain authorization for your debit card or credit card, for payment of all or any part of the amount instructed; or where we or our agents are prevented due to a Service Disruption Event from transmitting or otherwise administering the Electronic Payment Instruction; or where we have reason to believe the Electronic Payment Instruction was not received from you or is for an illegal or unauthorized transaction.

Once made by you, an Electronic Payment Instruction is irrevocable. It is your responsibility to ensure all transaction details are correct before sending an Electronic Payment Instruction. Immediately before transmission of an Electronic Payment Instruction, you will be presented with the details for confirmation and at that point will have the opportunity to cancel the instruction. When we have received your Electronic Payment Instruction, we will send you a Confirmation. Once a Confirmation has been received, you will not be able to change or withdraw the Electronic Payment Instruction. You should not assume your Electronic Payment Instruction has been received and accepted until you receive a Confirmation. Firsttaker.co.uk will issue a reference number for every Electronic Payment Instruction and you will need to quote this number for any queries you may have in connection with an Electronic Payment Instruction.

16. Email Security

You acknowledge that communication by Internet e-mail is unavoidably insecure in limited circumstances. By using the Firsttaker Service, you accept the risk of e-mail between Firsttaker and you being intercepted by unauthorized third parties. Firsttaker.co.uk shall not be liable to you for any loss, expense or damage incurred or suffered by you in connection with such interception.

17. Third Party Email Address

If an e-mail sent by us to you is being sent to you via a computer network operated by or on behalf of your employer, educational establishment or other third party, you warrant that you are entitled and you consent to receive such e-mail communications at that e-mail address. You also agree that we may refrain from sending you any e-mails to such address without notifying you, even if you have subscribed to receive them, if we receive a request from your employer,

educational establishment or other third party or your Internet service provider to stop sending e-mails to that address.

18. Termination

The customer agrees that Firsttke in its sole discretion, may terminate their password, account (or any part thereof) or use of the website, and remove and discard any information posted by the customer on the website, for any reason, including, without limitation, if Firsttke believes that the customer has violated or acted inconsistently with the letter or spirit of the Terms. The customer agrees that Firsttke may terminate their access to the website without prior notice, and they acknowledge and agree that Firsttke may immediately deactivate or delete their account and all related information and files in their account and/or bar any further access to such files or the website. Further, the customer agrees that Firsttke shall not be liable to them or any third party for any termination of the customer's access to the website. The customer may discontinue their participation in and access to the website at any time.

19. Sale of photos/art/prints containing nudity

Any customer purchasing **photos/art/prints containing nudity** must be 18 years of age or older at the time the order is placed, as must the intended recipient.

20. Customer Service and Support

The customer is able to seek advice and support from the Firsttke Customer Care team by emailing info@firsttke.co.uk Specific customer service enquiries will be dealt with in normal office hours, 9.00am to 5.30pm Monday to Friday.

21. Complaint Handling

If you are not satisfied with the service provided by Firsttke your complaint should be addressed to info@firsttke.co.uk or Customer Care Co-ordinator, Firsttke South Mill, White Rose Mills, Holdsworth Road, Holmfield, Halifax, West Yorkshire, HX3 6SN. Any complaint will be investigated and you will receive a response within 5 working days of receipt.

If you still feel that your complaint has not been fully resolved, you can write to the Customer Care Manager at the above address, from whom you will receive a response within 15 working days from receipt.

22. Privacy

Your privacy is important to us. Please review our Privacy Policy, which also governs your visit to this site, in order to understand our practices.

Please note your statutory rights are not affected.