

Terms and Conditions

Definitions:

General 1: “We” means Scoosh Media Ltd, its employees, directors, advisors, solicitors, agents, representatives, colleagues, sub-contractors and/or any other associated persons or bodies.

General 2: “The company” and/or “The organisation” and/or “Us” and/or “provider” and or “ourselves” and/or “photographer” and/or “artist” and/or “designer” and/or “technician” and/or “publisher” and/or “service provider” and/or “writer” and/or “creator” and/or “instructor” and/or “teacher” and/or “professional” and/or “professor” means the same as “we” mentioned above.

General 3: “Customer” and/or “Client” and/or “party” and/or “other person” and/or “you” means any person, persons, body, bodies, beings, machine, digital or analogue, instructor, enquirer who instruct, or order, or enquire, or consult, or meet, or book, or ask, or pay, or request, or the like (the list is not exhaustive in terms related to the same meaning).

General 4: “Product” and/or “Service” means any provision from us to a customer for any item, or booking, or order, or item, or service, or consultation, or meeting, or discussion, or package, or product, or implementation, or advice, or design, or graphic, or creation, or photograph, or artwork, or print, or thought, or idea, or device, or tool, or the like (the list is not exhaustive in terms related to the same meaning).

General and all:

General 5: Any interaction with ourselves (as defined by company) is regarded as immediate agreement to all these terms and conditions without signature or written agreement. The action of contacting us, engaging with us in any manner or anything else to signify interaction is agreement to all these terms and conditions and/ r any alteration and/or addition thereof.

General 6: It is noted by all parties, the terms and conditions are available to everyone via online and/or in writing via printed matter and/or verbally. It is further noted, these terms and conditions form part of any interaction between us and the customer and/or any other party.

General 7: These terms and conditions may be altered in part or full at any time and the published terms and conditions, the original being held at our registered office, will be the agreed version. The original signed by the company will be the only true and real version and this is agreed by all parties, without exception.

General 8: These and any other terms and conditions constitute an agreement and all parties accept these terms and conditions without prejudice to the company registered as Scoosh Media Ltd and/or its representatives in any form.

General 9: It is agreed, we will not be liable in whatsoever way for any direct, indirect, consequential, special, representative, alleged, assumed or any other event and/or incident arising from our web design, web use, graphics, photography, artwork, creation, thought, idea, advice, consultation, repair, build, publishing, article, product, service, provision or the like and/or any action, incident, event during the course of our business. It is agreed, we will not be liable for any damage, loss, consequential damage and/or loss, direct or indirect damage and/or loss, for anything associated with failure to meet deadlines and/or events and/or incidents resultant from the course of our business. It is agreed, we will not be liable for any product and/or service we provide whereby the customer believes or perceives a product and/or service or part thereof to be something it is not or something we have not specifically intimated in writing. It is agreed, we will not be liable for errors and/or legal infringement arising from a customer breaching these terms and conditions.

General 10: If a court or any other body advise any part of these terms and conditions as being null and void or if said party instructs or advises any part of these terms and conditions unworkable, undeterminable, unenforceable or the like, then all other terms and conditions will be in full force and will continue to be agreed upon by all parties including (but not limited to) the customer. Any complaints, information, confusion, correspondence will be dealt with by the company, with all parties agreeing the final decision made by the company will be legally binding and no further action will be taken.

General 11: Any breach of any part of these terms and conditions will mean full compensation to any amount, payable to the company, without prejudice to the company, without restriction for further action by the company. This is agreed and will not be denied by the customer and/or their representative.

General 12: It is agreed, all parties adhere to all aspects of these terms and conditions.

General 13: In the event of any damage whatsoever (and howsoever) to equipment whilst fulfilling the order, the customer accepts to pay full compensation for the full amount to replace as new any equipment (in full) with the value as designated by the current (at the time of incident) retail price from main suppliers in Scotland and main suppliers will be a retailer with more than 5 stores in Scotland or based in Scotland as a recognised dealer of brand new equipment of the manufacturer as named on the damaged equipment or the receipt for the damaged equipment. The value will be the full advertised retail price as brand new without exception. The customer further agrees to compensate for any losses and/or damages and/or associated costs for hire of replacement equipment until such a time of full replacement of working equipment during the full time of 7 days per week (every week) until a full replacement is in position on our premises or available at any other site as required by us to fulfil any other obligation.

General 14: Liabilities for safety and any / all aspects of safety to employees, pedestrians, drivers, sub-contractors, persons nearby, persons involved, all / any equipment, installations (fixed or mobile), furnishings, and any other aspect of insurance / goodwill / good order / good working practice and any other issue causing or likely to cause or does in fact cause alarm, fright, hurt or any other issue related to aforementioned, whilst fulfilling the obligation of order and/or part thereof, especially but not limited to on-site, off-site, near or in-transit to/from a place associated in any way to the order or sub-order will be fully insured and at the liability of the customer or anyone associated with the order from the customer.

General 15: It is agreed, all monies due to the company will be paid in full.

General 16: Deposits are non-refundable and the customer will not pursue any claim to any monies paid or due for payment.

General 17: The customer agrees not to enter into correspondence or waste time for matters dealt with within these terms and conditions. The customer also agrees any time wasting and/or excessive requests for information and/or more than one piece of correspondence and/or more than one telephone call after a final decision has been made by the company will incur additional expenses and/or costs and/or compensation for time and/or compensation for loss of business and/or damages. The customer agrees to pay in full any invoice raised for such incidents and will not engage any further with the company and/or pursue matters through any other party. In the event the customer continues with actions causing additional time to be allocated by the company, the customer agrees to pay compensation as invoiced by the company within 7 working days from the invoice date. The customer agrees late payment charges and/or administration costs and/or legal fees and/or interest at the rate of 25% above the Bank of England base rate, per day, until final payment. The customer agrees any decision made by the company will be final.

General 18: Material is provided in accordance with any order. Copyright of all material will be retained worldwide by the copyright holder and will only be permitted for use in accordance with the order and/or any international and/or local laws that uphold the copyright, whichever will be the strictest and the most secure for the creator.

General 19: Any work of any description whatsoever, will be subject to these full terms and conditions and not just any one part of the terms and conditions.

General 20: No assumption upon copyright will be accepted. The copyright will always be regarded as being present, even if not stated upon itself or any website. Copyrighted material (all material) may not be used for any purpose other than directed by the company.

General 21: The customer accepts a price as being the contracted price as soon as it is provided by the company and the customer agrees any additional fees not described but later advised due to additional instructions / edits / requests / order will be payable and are agreed on the basis of additional costs to the original order. The customer accepts there may be additional costs and agrees to pay the price in full of any additional price and/or cost. The customer accepts "cost" and "price" as being the price / monetary statement as defined above.

General 22: The customer will ensure the company is not out of pocket and is paid for all time, costs (all costs whatsoever associated with the order) plus any charges for late payment. The customer agrees to pay 25% above the Bank of England base rate; per day for each day payment is late. The customer further agrees no payment will be recalled. If any problems with payment whatsoever, the customer agrees to fully compensate the photographer for all costs, expenses and price, plus interest. In the event of any cancellation of any order by the customer, in addition to any damages / losses / cancellation fees / administration / costs / expenses, the customer agrees to forfeit any deposit or monies paid or agreed to pay.

General 23: Any breach of these terms and conditions, and/or breach of copyright and/or breach of any other laws and/or terms and conditions, will immediately revoke any licence to use material or information or creation or idea or thought, without further notification.

General 24: These terms and conditions for the full terms and conditions and no exceptions unless specifically detailed in writing as being in addition and/or replacement to any part of these terms and conditions. The company must sign any alteration and have witnessed to form any legally binding alteration. Any additional terms and conditions will form an addendum, the original terms and conditions will remain in perfect form. The original terms and conditions are held at the registered office of the company and are signed by the company as being the true and identifiable original.

Web Design

WD1: The contract is fully complete upon delivery on CD-ROM / DVD-ROM / USB Flash Drive / cloud other electronic means, of a web design with appropriate number of pages and images according to the package assigned. It is advised herein, the cost is for time and design creativity, thus the cost of same has already been accounted / spent / issued prior to the delivery of the web design to the customer. In view of the costs already being incurred, it is important the customer (user of the service) understands these costs cannot be retrieved and will not be refunded in any way or by any means. The cost for the web design is non-refundable due to the fact the service has been performed and the contract is fully complete upon delivery by any means to the customer at the address designated on the original order / contract. As the web design will be delivered using a confirmatory delivery service, it is understood the contract is fully complete upon delivery at the designated delivery address or any other address intimated in writing by the customer. Although the customer may ask for a design to be edited / altered / changed, this does not constitute any debate associated with the contract having been completed in full, as soon as the web design has been delivered as aforementioned it is agreed according to these terms and conditions that the contract has been fully complete, with any remedial work being additional work which may require additional funding / payment. These terms and conditions are agreed upon at the time of contract being undertaken, with these terms and conditions being issued and agreed at such time by the simple undertaking of such contract. These terms and conditions are displayed on www.Scoosh Media.com and are available in printed format at any time. A copy of these terms and conditions are always sent to the customer by email and by snail mail. Any payment which is cleared prior to the commencement of work pertaining to web design, including any consultation / meeting / assistance / discussion with any parties involved, will constitute payment towards web design and will form the contract as having commenced, although part payments might be additional payments over and above the advertised package value. A confirmation of costs, contract, additional services will be issued in writing by Scoosh Media or their representative / agent. Once a contract has been entered, the payment will not be refunded in part or full due to the work having commenced and possibly having been complete prior to the destined date for completion.

WD2: We are not liable for any reduction, dropping off or the like associated with rankings or website performance and are not liable for any damages and/or losses related to any website designed or hosted or provided or edited or created by us or third party.

WD3: We are not liable for the completeness, the correctness, of coding or graphics or the customer expectations. We reserve the right to charge additional to the original price for any changes, edits, alterations in any way whatsoever to any web design, product and/or service whether agreed or not.

Consultancy

C1: Any meeting, discussion, advice, assessment; whether provided formally or informally is regarded as consultancy under these terms and conditions. All consultancies, for whatever time, means of delivery, including electronic, will be chargeable at the current rates published online at www.Scoosh Media.com or any other written or verbal means of transmission. Payment is due immediately in full whether the consultancy is regarded as being completed or not. Consultancy may be scheduled or not, it may also take the form of a brief discussion or a small amount of advice. It is an utilisation of knowledge, advice, assessment, experience, qualification and possibly other abilities, all of which cost money for time, knowledge and understanding of situations. As with most professionals, a charge is set for providing such transmission of knowledge, advice, assessment, guidance, experience, qualification and possibly other abilities. Consultancy can cover any service and is not limited to any written service or restricted in any way. The use of the website, asking of a question, enquiry for information, meeting, discussion, intimation in any form, transmission of data, formal or informal, all mean the implementation of these terms and conditions for consultancy or any other service, with a charge being allocated and invoiced, with the customer being fully agreeable to all the terms and conditions herein. A copy of these terms and conditions are available on the website www.Scoosh Media.com and can be requested in printed form at any time.

Publishing

P1: All publishing services will be governed by individual contracts in conjunction with these terms and conditions. A contract will convey the finer details of each job or part thereof and will constitute the agreement in conjunction with these terms and conditions unless specifically detailed in writing within any individually raised contract.

Hypnosis

H1: All hypnotic material is used at customer own liability and on the understanding no guarantee is provided upon its use or success or partial success. Also, any adverse effect whatsoever is at the liability of the customer as to correct usage and any possible ill effect due to either misuse or misdirection or misunderstanding or previous ill health of any kind whatsoever or customer opinion or customer expectations or loss of earnings or damages whatsoever as a result of any use of any kind. The hypnosis material is provided on a basis of "no guarantee" and "only for relaxation purposes under safe conditions without direction of such safe conditions". It is the responsibility of the customer to make arrangements for what they regard as safe conditions and this will be at their own discretion and liability. The customer uses hypnotic material or any other material supplied by us on the basis the customer accepts all liabilities in all respect. It is the responsibility of the customer to understand "hypnosis" and "hypnotic" material and its use. The customer must ensure correct and full research into the subject prior to purchase and use thereafter. No refund will be allocated for any reason associated with the success or the use of the hypnotic material. The customer must ensure they understand all terms and conditions prior to purchase and ensure they are fully aware the material is provided to them on a "no guarantee" and "no liability" basis.

Photography

PH1: "The photographer" means Mark Gillan or any representative or agent. It includes all employees of Scoosh Media Ltd and subsidiary organisations and agents thereof. "The customer" means the person, persons, organisation, corporation, body, being or agent thereof who books "the photographer" as mentioned above. "Booking" means any engagement of any product / service from "the photographer" as defined above. "Material" means all photographic, digital imagery, prints, images, negatives, scans, computer / digital files, any design, artwork and/or any other product related to photographic or artwork material or reproduction of material, which has been created or directed or imagined or conceived by "the photographer" as defined above. "Order" means any request, commission, instruction or order to create / produce / photograph / display or any other associated order / instruction made by "the customer" as defined above. "Price" is any currency, any cost, any commission, any monetary statement, or combination of any of the aforementioned, related to any part of any "order" as defined above. All terms used hereafter and prior to this particular part of the terms and conditions are subject to the aforementioned definitions.

PH2: Any order or enquiry or instruction or consultancy or advice provided or requested will be subject to these Terms and Conditions and the customer agrees to all of these terms and conditions at the first moment of contact, for the duration of any contact whatsoever.

PH3: Material is provided in accordance with any order. Copyright of all material will be retained worldwide by the photographer and will only be permitted for use in accordance with the order and/or any international and/or local laws that uphold the copyright ownership of the photographer, whichever will be the strictest and the most secure for the photographer. Any work of any description whatsoever, will be subject to these full terms and conditions and not just any one part of the terms and conditions.

PH4: No assumption upon copyright will be accepted. The copyright will always be regarded as being present, even if not stated upon the material itself or any website. Copyrighted material (all material) may not be used for any purpose other than directed by the photographer.

PH5: The customer accepts a price as being the contracted price as soon as it is provided by the photographer and the customer agrees any additional fees not described but later advised due to additional instructions / edits / requests / order will be payable and are agreed on the basis of additional costs to the original order. The customer accepts there may be additional costs and agrees to pay the price in full with any additional price and/or cost. The customer accepts "cost" and "price" as being the price / monetary statement as defined above. The customer will ensure the photographer is not out of pocket and is paid for all time, costs (all costs whatsoever associated with the order) plus any charges for late payment. The customer agrees to pay 25% above the Bank of England base rate, per day for each day payment is late. The customer further agrees no payment will be recalled. If any problems with payment whatsoever, the customer agrees to fully compensate the photographer for all costs, expenses and price, plus interest. The customer agrees any payment problem whatsoever will mean all material must be returned to the photographer immediately (within 24 hours) from the latest date payment would have been expected by the photographer for any price or any monies thereafter or associated with any pre-order, order or anything associated with any request or advice etc. The customer will not use any material until full payment is

confirmed by the photographer as having been fully received and cleared without any recall. In the event of any cancellation of any order by the customer, in addition to any damages / losses / cancellation fees / administration / costs / expenses, the customer agrees to forfeit any deposit or monies paid or agreed to pay.

PH6: Any breach of these terms and conditions, and/or breach of copyright and/or breach of any other laws and/or terms and conditions, will immediately revoke any licence to use material or information or creation or idea or thought, without further notification.

PH7: The photographer reserves the right to use any material, information, data, creation, idea, thought or any other material for marketing, promotion, sales and/or future use, without the customer having any claim or ownership over any use associated with this statement.

PH8: The photographer shall be entitled to sub-contract his obligations at his discretion and these terms and conditions may have alterations / additions / exceptions to them for any reason as detailed by the photographer, with any written change / addition / exception forming terms and conditions in conjunction or replacement of part / full terms and conditions with agreement without further confirmation or acceptance.

PH9: The photographer shall be entitled to use his initiative and artistic input for the production of material, without upset or concern or obstruction. The photographer will be entitled to use his judgement for the production of material.

PH10: Completion of the order will be the production of material at the address designated upon the original order or intimated to the photographer by the customer. Any edits / changes / cancellation or any other incident thereafter will be constituted as being after the completion of the order. The customer agrees to pay any outstanding price and/or expenses and/or out of pocket and/or any fees and/or damages within 7 working days after completion date. The completion will be successful upon delivery of material in part or in full at the aforementioned address once a courier or postal service has confirmed delivery and no exception to this event.

PH11: The photographer shall not be liable whatsoever in whole or in part, for failure to meet obligations of the order, as a result of any event or any circumstances beyond the control of the photographer, including but not limited to failure of equipment, weather, illness, injury, family illness, family injury, family events, crime, war, destruction, unforeseen circumstances, transport difficulties, pedestrian difficulties, customer changes to an order, supplier problems, delivery problems, damages, losses to any party.

PH12: In the event of any damage whatsoever (and howsoever) to equipment whilst fulfilling the order, the customer accepts to pay full compensation for the full amount to replace as new any equipment (in full) with the value as designated by the current (at the time of incident) retail price from main suppliers in Scotland and main suppliers will be a retailer with more than 5 stores in Scotland or based in Scotland as a recognised dealer of brand new equipment of the manufacturer as named on the damaged equipment or the receipt for the damaged equipment. The value will be the full advertised retail price as brand new without exception. The customer further agrees to compensate for any losses and/or damages and/or associated costs for hire of replacement equipment until such a time of full replacement of working equipment during the full time of 7 days

per week (every week) until a full replacement is in position on the photographers own premises or available at any other site as required by the photographer to fulfil any other obligation.

PH13: Liabilities for safety and any / all aspects of safety to employees, pedestrians, drivers, sub-contractors, persons nearby, persons involved, all / any equipment, installations (fixed or mobile), furnishings, and any other aspect of insurance / goodwill / good order / good working practice and any other issue causing or likely to cause or does in fact cause alarm, fright, hurt or any other issue related to aforementioned, whilst fulfilling the obligation of order and/or part thereof, especially but not limited to on-site, off-site, near or in-transit to/from a place associated in any way to the order or sub-order will be fully insured and at the liability of the customer or anyone associated with the order from the customer.

Terms and Conditions - sale of wall art ready to hang canvas prints

A1. AGREEMENT TO THESE TERMS AND CONDITIONS: We always try to provide a high standard of service and product to all our customers. We would also like all our customers to know the terms and conditions of sale to ensure everyone is aware of the business involved, although this is sometimes difficult to discuss and especially when we offer such a personal service but it must be done to ensure good practice for all. Viewing this website is free, although we must stress these terms and conditions are part of the agreement to use this website and if you use this website you are agreeing to all these terms and conditions. We cannot be held responsible for any use of this website in terms of loss of data or external factors beyond our control.

A2. DEFINITION OF PRINT AND ART: You are purchasing wall art which is a ready to hang canvas print. We do not sell original works of art nor the copyright to the image we produce as we sell open edition prints using quality inks onto canvas which is stretched over a wooden frame and made to order, all ready for you to hang on your wall. For the purposes of this website and all our business, we refer to art as being any item the artist might regard as art, including prints, copies, digital images, photographs, giclee fine art prints and any other item such as sculptures etc. For the purposes of this website and all our business, the word print refers to any printed matter generated from machinery or by hand using printing tools and does not suggest any original artwork but the artist may regard a print as being art in its own right along with many producers of giclee prints from digital images. The canvas is processed through giclee printing machines with modern technologies engaged, thereafter a coating is applied and quality control inspected aiming for the canvas print to last at least 200 years against the elements. However, we advise the print is protected and situated away from extreme temperatures, sunlight, heaters, dust and dirt. You should handle the canvas without touching the front and care should be taken with the hanging devices secured at the rear. It is the responsibility of the customer to correctly care for the canvas after purchase and throughout its lifetime, possibly seeking professional assistance for maintenance.

A3. ORIGINAL DIGITAL ART AND PRINTS: If we produce a canvas print from an image provided by yourself, it is your responsibility to ensure you have copyright over such material and we are reproducing for you at your own responsibility in this respect. We do not enter into negotiations or discussions over our own originally produced images as they are our property and are reused on a regular basis to provide open edition canvas prints. We do not claim to produce original works of art for sale in any capacity. Our prints derive from digitally mastered images, processed with skill and expertise to provide a highly developed service to every print. Some people refer to the original

works as digital painting, this means the act of using computer software to generate digital images of distinct and talented artistically creative art works. The prints therefrom are for sale and can be regarded by many as excellent pieces of wall art in their own right.

A4. SERVICE AND PRODUCT PAYMENT: We provide a service and as such part of the expense of this service is incorporated into the sale price. We must bring to your attention that each print is custom printed to order and this is a cost we incorporate into the sale price along with a service charge for our time and effort as well as our skills. The sale price is all costs, expenses, profit and time all within said price. With payment via paypal or direct payment cleared by banks. We do not provide prints on a credit basis. 50 percent of all sale prices for all wall art prints accounts for services rendered and are not part of the actual product price, with this in mind and considering the work has been complete, no refund will be forthcoming to any customer the day after payment has been effected for the order of our prints which are made to order at the first opportunity following the order having been received. This is irrespective of any other term and condition for the printing / supply of wall art prints. We politely remind customers we ourselves are out of pocket in respect of services provided as soon as the print is committed to canvas. The process prior to printing and upto / including despatch means an automatic service cost that cannot be replaced by any other service time. So, we are sorry but we are unable to function unless this 50 percent rule is applied to all customers without exception on the understanding it is not part of the product price but is described and understood by all as being service fully completed.

A5. REFUNDS: Any customised print to your own specification will not be available for refund as it will be extremely difficult for us to re-sell, as opposed to our range of prints by Mark Gillan. For prints made from images owned by Mark Gillan / Scoosh Media Ltd, we will refund in accordance with distance selling laws where the customer does not have the print available for inspection. You must notify us within 7 days for a refund. We will not accept any applications for refunds after the 7 days as the customer has been provided with the statutory time as well as a reasonable amount of time being allocated to such distance selling laws. Although the aforementioned 50 percent service cost would not be forthcoming as we understand the distance selling laws as covering products and not services that have already been completed prior to any such referenced 7 day period.

Customised prints are very difficult to resell and we would be providing a print to the specification requested by the customer, noting the customer is fully aware of the product requirements. As long as we meet the initial print specification provided by the customer prior to service and product installation, we feel we have fulfilled all obligations to the customer with no unexpected product differential. Furthermore, we ask customers to ensure they order correctly and the responsibility for the order is with the customer. We will always aim for the service and product to adhere to the order specification and requirements detailed prior to printing. Prints displayed to customers prior to acceptance are deemed as being "sold as seen" and not characterised by distance selling regulations as the customer has had the opportunity to inspect and accept the print. In these instances, statutory laws exist for the trade of services / products.

A6. DAMAGE / REFUNDS / ADMIN FEES: Refunds within the remits of the distance selling laws within this country will be provided once the canvas is returned to us at our address of Scoosh Media Ltd, 9 Whiting Road, Wemyss Bay, Inverclyde, PA18 6EA in perfect condition and without any damage whatsoever. Please care for the canvas as a canvas should be cared. Return all original packaging and everything as you received it. The return postage cost will be at your expense and your liability,

unless goods are found to be faulty and not in accordance with the order itself, upon these very seldom instances, we reserve the right to inspect the product upon return to ensure no damage has been effected by anyone outside of our employees or in fact is not faulty by means of manufacturing processes. In the event of a print being returned as faulty, where we inspect to find it is not faulty after careful consideration and professional analysis, or in the instance a print is returned to us damaged after it had been received by the customer then we will require payment of an administration charge applicable at that particular time. Failure to pay the administration charge will result in us holding the print until payment is fully received for said administration / inspection / professional fees and costs. If this charge is not paid within 3 months, the print will be deemed as a disposable product in any way we regard as being the most appropriate method. It is important all canvas prints are cared for by customers and once the canvas leaves our quality control unit, it is the responsibility of the customer to ensure the wall art canvas print is protected and cared for at all times. We cannot be held responsible for any damage to wall art canvas prints once they arrived at the customer premises and have been sign receipted by our transporter. Any damage to boxes upon receipt at the customer address must be notified to us within 24 hours of receipt and must be marked upon the delivery line, failure to adhere to this condition will result in us being unable to claim on insurance or transporter insurance, meaning we all lose out. Any prints being returned must be insured by the customer to a value of at least the purchase price plus carriage costs.

A7. RIGHTS: When you purchase a print from ourselves, whether a customised print or our own range of prints, we ask for payment via paypal and refunds will be returned via paypal, with the terms and conditions herein being agreed at the point of payment via paypal. Refunds are covered by every point herein within these terms and conditions. We very seldom are required to refund and obviously take great care in all respects to ensure customer satisfaction. We work very hard at all the processes, from the time of ordering all the way through to receipt by the customer. When looking at our art sale print gallery, you hopefully will acknowledge the amount of work placed into each item by the digital artist, the staff servicing our processes and the amount of time taken to produce what some regard as excellent creatively worked images. When you purchase one of our wall art canvas prints, you should expect to receive a ready to hang wall art canvas print but no rights over copyright whatsoever. It is similar to purchasing a CD full of music by your favourite singer, whereby you have limited rights over how you can use such CD and you do not own the music, you only own the ability to listen to the music. We provide prints on the basis all copyright of the image remains with Mark Gillan / Scoosh Media Ltd / the copyright holder. The addition of the marking of "Jock" to any print does not denote copyright, it is merely an indication it has been printed via "Jock" and the image remains the property of the copyright holder.

A8. LIABILITIES: We do not accept any liability for late deliveries, customer assumptions, customer disliking of colour, customer losing / damaging / returning. It is important you understand the prints may have colours and quality differing between sales due to inks, paper, temperature conditions, our suppliers and other factors. We do not accept any liability for any matter or instance out with our control. We do not accept any liabilities for any losses to customers outside of the supply of our wall art canvas prints. We always try to ensure deliveries are made in good time but we cannot be held responsible for any late deliveries or any delay caused by third parties we engage. We cannot be held responsible for any customer costs or losses incurred as a result of late delivery, customer assumptions, disliking of prints, customer own personal feelings, unwanted gifts, customer damaging prints, customer changing / altering order details or any responsibility outside of the

business dealings for the supply of a print. We cannot be held liable for any matter outside the framework of our service / products and anything arising from our business dealings such as costs incurred by galleries or deadlines imposed. We always try to meet deadlines, replace faulty products (although very seldom) and reply to correspondence but cannot be held responsible for any effect from our normal business matters and processes. For example, if a customer misses a birthday or any other appointment, we cannot be held responsible for any personal feelings arising from any such matter. It is important the customer understands our service as simply providing a print and nothing more. We cannot be held responsible for any damages, claims, losses, legalities arising from the use of any image provided by a customer as it is the responsibility of every customer to adhere to all laws in their own country as well as Scotland. We are a printing organisation and execute orders in accordance with instructions as best we can, we cannot be held responsible for any matter arising from copyrighted images supplied by customers and any service engaged thereupon by ourselves as we act in good faith and will always leave all such matters to our customers to ensure their request is legal. For example, a customer asks us to perform services to an image and provide a print onto canvas, the customer must have full legal copyright over any image they display, mail, email, despatch, send, use, attach or any other means to convey to us for the purposes of printing. We are unable to identify images provided by customers as we are unaware exactly where they might have originated or be obtained. Any damages, losses or consequential damages or losses arising from breach of copyright or the like, will be accepted by our customer who provided such image and the customer accepts to compensate all parties including ourselves for incorrect use of illegal material. Our customers accept they are responsible for any matters arising from the misuse of images / digital / printed / art / prints / giclee prints and you understand the legal implications are the responsibility of each and every customer irrespective of printing requirements. The customer accepts they have no liability to any compensation whatsoever and acknowledge our liability as a printer and further acknowledge all these terms and conditions.

A9. ENSURING CORRECT ORDER: To avoid any problems, we ask you ensure the product / service is the one you require, the image is the one you require prior to payment. This will mean you purchase exactly what you want and hopefully everyone will be totally satisfied as we want all our customers to place the wall art ready to hang canvas print on the wall and admire for a long time.

A10. RESERVED RIGHTS: We reserve the right to cancel any order at our sole discretion and the customer accepts this right. The customer is obliged to adhere to all these terms and conditions and we reserve the right to implement our rights at any time we regard as necessary. We reserve rights over any of our own designs, prints, part of designs and anything generated using our own designs / prints / part of designs / images / digital artwork and anything associated with our copyrighted material. We reserve the right to alter prices or to indicate to our customers any mistakes in pricing with the customer being offered the right to confirm the order or advise of a cancellation. We reserve the right to charge customers an administration fee for time wasting, dealing with complaints after full refunds have been provided. We also reserve the right to collect any outstanding costs from the customer or any costs we are incurred acting on their behalf or any costs incurred as a result of a customer causing distress / upset / illegal actions / instructions deliberately interfering with our business / actions by customers which cause serious interference to our ability to perform our daily business activities. We reserve the right to seek compensation from a customer who causes professional harm through inaccurate claims or inaccurate complaints and the customer accepts our request. We reserve the right to alter these terms and conditions under advice to

current customers, with the right to change anything herein that require amending for legal purposes. We reserve the right to cancel any order at any time and offer a refund upon return of any products but reserve the right to retain 50 percent service fees as aforementioned herein, we are not required to give a reason and no compensation to the customer will be due for whatever reason.

A11. WE TRY: We always try to act in a kind, personal, friendly, professional and legal manner. Our kindness extends to our attempt to donate part annual profits to charitable organisations. We are primarily a printing organisation trying to help others. Please accept these terms and conditions as being binding for any purchase made through this website, by telephone, by mail, by email or any other communication. By using our services the customer agrees with all of the terms and conditions on this page and no other communication will be regarded as superior to these terms and conditions.

A12. TERMS AND CONDITIONS: Customers accept all these terms and conditions when purchasing / ordering / instructing / corresponding / using the website / any form of communication. We hereby advise herein and on our letterheaded paper, upon our website and any other communication, these terms and conditions form the basis of our business activities.

A13. DONATIONS: Part profits from Scoosh Media Ltd are donated to charities, with our favourite charity being SightSavers.

General Terms and Conditions:

Blanket 1: Where terms and conditions have been shown for one service but terms and conditions can apply to any other service, it is accepted the standard will be the blanketing and appropriateness of the terms and conditions will apply for all products and services.

Blanket 2: These terms and conditions may be altered by Scoosh Media Ltd but will always be applied and agreed by the customer upon any contact whatsoever and/or viewing of any of our websites and/or any dealings whatsoever with the company. We reserve the rights of law and these terms and conditions do not waive any of our other legal rights, with our solicitors having the final word. We will always prosecute for breach of terms and conditions on the basis all our clients have agreed with every term and condition irrespective of the product and/or service, also irrespective of whether the client specifically agrees. If the client writes to us in relation to terms and conditions, it is agreed they will have a receipt for same but also agree the terms and conditions stand until otherwise advised by a court, with all other terms and conditions remaining in position under full agreement by all parties concerned.

Blanket 3: If any of these Terms and Conditions are advised by any legally binding court authority to be invalid or unenforceable in whole or in part, the validity of all other Terms and Conditions shall not be affected by any decision made by the legally binding court authority. All other Terms and Conditions will remain in force.

Blanket 4: The numbering system and naming convention used within these terms and conditions are for our own guidance and reference only, as such do not mean any other reference outside of these terms and conditions, nor shall they be assumed as being in any order or more important than any other term and condition. If any wording is duplicated or different from paragraph to paragraph, both sets of wording are as important as each other and the set of wording protecting and/or referring to a specific product and/or service will be most appropriate but not totally defining over the generally advised terms and conditions. Any general terms and condition will act as being generic across all products and/or services but is just as important as each other individual term and condition. It is agreed these terms and conditions shall protect the company against any possible action and will settle any disagreement with these terms and conditions being quoted, with these terms and conditions having been enforced and agreed in its entirety with the client unable to use one term and condition over another. It is agreed the final word shall be from Scoosh Media Ltd and no further debate will be entered and no further action will be taken by anyone acting on behalf of the client and/or prospective client.

Blanket 5: Scoosh Media Ltd reserve the right to cancel at any time all or part of these Terms and Conditions for any reason whatsoever, effectively cancelling any order with all deposits and out of pocket expenses and all administration fees being non-refundable with no exception.

Ownership:

The Scoosh Media Ltd logo, terms and conditions, all images and writings, all work belonging to the company will remain the property of the company and will not be used without specific written permission from a director of the company on letterhead official paper signed accordingly and offering specific information for use and purpose, with no use or purpose being permitted outside of said letter.

Registered:

Scoosh Media Ltd registered at Companies House in Scotland with registration no. SC226730