

## Terms & Conditions for Digital Images

These Terms & Conditions (“Agreement”) govern your purchase, access, and use of digital images (“Images”) provided by BFAM Crafts (“Licensor,” “we,” “us,” or “our”). By purchasing, downloading, or using the Images, you (“User,” “Customer”) agree to comply with these terms.

### 1. Definitions

- Digital Images: Electronic visual files, including photographs, illustrations, and artwork, provided for download or use under licence.
- User: Any individual or entity who purchases, downloads, or accesses the Images.
- Licensor: BFAM Crafts, the owner or authorised distributor of the Images.

### 2. Grant of Licence

- The Licensor grants the User a non-exclusive, non-transferable licence to use the Images as permitted under this Agreement.
- This licence does not transfer ownership of the Images to the User. All intellectual property rights remain with the Licensor or its suppliers.

### 3. Permitted Uses

The User may use the Images for:

- Personal Use: Printing, displaying, or using the Images for non-commercial purposes (e.g., home decoration, personal websites).
- Commercial Use (if specified in the licence): Advertising, marketing, branding, or other business-related projects.

## 4. Restrictions

The User may NOT:

- Redistribute, resell, sublicense, or make the Images available for download by third parties.
- Claim ownership of the Images or any modifications.
- Use the Images in a way that is defamatory, obscene, unlawful, or infringes the rights of others.
- Alter the Images in a way that misrepresents their original intent or violates the terms of this Agreement.

## 5. Payments and Refunds

- All payments must be completed before access to the Images is granted.
- As the Images are digital files, refunds are generally not provided unless required by UK law (e.g., defective or misrepresented files).
- Once the Images have been accessed or downloaded, you waive your right to cancel under the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013 unless explicitly agreed otherwise.

## 6. Delivery

- The Images will be delivered electronically (e.g., via email, download link, or access on an online platform).
- The Licensor is not responsible for delivery issues caused by third-party platforms, internet connectivity, or incompatible devices.

## 7. Attribution

- For public use of the Images (e.g., online or in print), the User must credit the Licensor unless explicitly waived.

Suggested attribution: “Image by BFAM Crafts. Used with permission.”

## **8. Warranty and Liability**

- The Images are provided “as is” without warranties of any kind, except where explicitly stated by the Licensor.
- The Licensor is not liable for indirect, incidental, or consequential damages resulting from the use or inability to use the Images.
- Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence or any other liability that cannot be excluded under UK law.

## **9. Termination of Licence**

- The Licensor reserves the right to terminate this licence if the User breaches the terms of this Agreement.
- Upon termination, the User must delete all copies of the Images and cease all usage.

## **10. Governing Law**

- This Agreement is governed by and construed in accordance with the laws of England and Wales.
- Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **11. Amendments to Terms**

- The Licensor reserves the right to update or modify these Terms & Conditions at any time.
- Continued use of the Images constitutes acceptance of the updated terms.

## **12. Contact Information**

If you have any questions or concerns about these Terms & Conditions, please contact us via email: [support@crafts.bfam.co.uk](mailto:support@crafts.bfam.co.uk) or via our [contact us](#) page.