## **Returns Policy**

## HILARY ADAMSON PHOTOGRAPHY

The "Returns Policy" document is supplemental to the "Client Terms" document.

- 1. Definitions.
  - a. "Delivery" means that the Client or its agent has received the goods and/or services as ordered from Hilary Adamson Photography.
  - b. "No Returns Basis" means that Hilary Adamson Photography will not accept returns on no fault product.
- 2. Returns.
  - a. We are not required to accept a return if you simply change your mind.
  - b. Should you receive an incorrect or faulty product, please immediately contact Hilary Adamson Photography (within 7 days of delivery receipt) and we can arrange, as appropriate, either a goods exchange, or replacement of product.
  - c. Goods will not be accepted for return or refund later than 30 days after you have received the goods (in accordance with the terms in "Client Terms").
  - d. If you receive any product that is damaged (compliant with "Client Terms"), and the damage is major (see clause 4 ("Repairs") for minor damage), we will send you a replacement as soon as possible (depending on product availability), or we will send you a product of the same value or similar type if original product becomes unavailable by our suppliers. If the replacement of the same product is not available by our suppliers and you are not happy with the alternative products offered by Hilary Adamson Photography, you may request a refund in accordance with clause 3 ("Refunds").
  - e. If your product is lost during shipment, we will send you a replacement once the maximum delivery time has expired (as advised by the courier company).
  - f. All replacement items for lost or damaged products will be shipped at our cost.
- 3. Refunds.
  - a. We are not required to provide a refund or replacement if you change your mind.
  - b. Charges will only be refunded in the case that an error was the fault of Hilary Adamson Photography. Hilary Adamson Photography reserves the right, permitted by law, to determine if it is at fault.
- Repairs.
  - a. Item that are returned, in accordance with the "Returns Policy", that are compliant with clause 8 in "Client Terms", and the damage is not major, we may, at our discretion, choose to repair the item in a reasonable time at our cost.
- 5. Products sold on a "No Returns Basis".
  - a. Hilary Adamson Photography is entitled to supply certain products (no fault products) on a "No Return Basis".
  - b. To the extent permitted by law, Hilary Adamson Photography reserves the right to apply the No Returns Basis policy to any promotional or sale product(s) as it deems necessary. Hilary Adamson Photography will use all reasonable endeavours to ensure such products are clearly advertised and promoted as being sold only on a No Returns Basis.