
Terms and Conditions

Requesting a service of Digitized Memories constitutes full acceptance of these terms and conditions.

Image Copyright

Any images sent to Digitized Memories must be the legal property of you as the customer and not be subject to any copyright infringement. If copyright exists on the image or document the customer must obtain consent from the copyright owner. Digitized Memories will not be held liable whatsoever for any action concerning copyright infringement.

Digitized Memories reserves the right to refuse the digitization of submitted media without justification, provided that they have illegal or immoral content.

The images scanned by Digitized Memories will remain the property of the customer.

Placing an order

By sending your items (slides, negatives, paper prints etc.) to Digitized Memories you are placing an order and accepting our prices, service limitations and these terms and conditions.

If an order is received with no instructions as to which service is required, we will try to contact you for clarification before we scan your images.

Any variation between the quantities of your placed order and number of items received will be corrected automatically. Any additional items that we receive over your original order will be added to your order and invoiced accordingly. All items sent to us will be scanned.

In the case the type of original media (slides, Kodachrome slides, paper prints etc.) differs from your order, we will try to contact you for clarification. We won't commence the work prior to clarification.

All items you send to us will be returned to you, unless you specifically request us not to return them.

At our sole discretion, we reserve the right to cancel an order and not to provide goods or services. We will not be held liable for loss or damage arising from the exercising of these rights.

Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

Digitized Memories always endeavour to produce the best quality scan and repair of any photograph, though the quality of the finished scan will always be restrained by the quality of the original material provided to us. Digitized Memories cannot be held responsible for failing to scan an image to a sufficient level if the damage to the original image is deemed too great or the quality of the original image is too poor.

All items should be pre-sorted prior to sending them to us as we are not able to order or group your images for you.

Right to cancel

You have the right to cancel an order at any time prior to completion of the order. If the order is in progress, then we will invoice accordingly for the work already completed.

Terms of Payment

Release of the order is delayed until satisfactory payment has been received. Payments shall be made via electronic funds transfer once the order is completed and invoiced.

Prices charged will be as stated on our website digitized-memories.com.au at the time of your order. All quotations and orders are valid for 60 days from the date of issue.

All invoices are strictly 14 day payment terms. We reserve the right to charge a late payment surcharge of 10% per month overdue.

By submitting a request for products or services, you agree to pay the charges that incur before your original media are returned to you. You agree that the request for products or services you submit includes an estimate of the charges only and your final charges may be more or less depending on the actual number and types of original media submitted, or services and products provided. We are not responsible for any over the limit, overdraft or other bank fees you may incur from your bank as the result of our charging your credit or debit card.

Delivery to us

Despatching items to Digitized Memories is the responsibility of the sender. We recommend you take every precaution to cover any eventuality, such as damage or total loss of the goods in transit and that you use suitable transit packaging for anything that you send to us.

Digitized Memories has no responsibility at all to provide any form of compensation arising from lost, damaged or delayed items while in transit to us. Any compensation claim for lost or damaged originals should be made through your chosen delivery company.

Delivery to you

Digitized Memories has no responsibility at all to provide any form of compensation arising from lost, damaged or delayed items while in transit via our chosen courier. Any compensation claim for lost or damaged originals will be made through our chosen delivery company.

We aim to re-use the original packaging to return your items back to you. This helps to keep our prices low and cuts down on waste materials. However, if we deem the original packaging to be unsuitable for the return journey it will be either repaired or replaced at our discretion. We may also remove excess packaging in order to reduce the size and weight for the return journey.

We will inform you once the items have been despatched to you and will provide any applicable tracking details.

It is the responsibility of the customer to provide the correct return delivery address details at the time of ordering. Any items returned to us by the carrier due to an incorrect return delivery address will be subject to a further delivery charge.

It is the responsibility of the customer to inform Digitized Memories of a possible non-delivery of an item. Once we learn an order has not arrived by the expected due date, we will initiate enquiries with the courier. We will not be held liable for any loss or damage resulting from late or non-delivery. Late or lost deliveries do not entitle you to a cancellation of an order or any refund.

Limitations of Liability - Refunds

Unless there is a genuine fault with the scanned images, under no circumstances will a refund be issued for our scanning services after the order has been scanned and completed. Any claims for refund or cancellation of a

scanning service must be made with 14 days of the order being received. If the supplied data carrier(s) arrive/s damaged or faulty then a replacement will be despatched to you.

If you have any questions regarding e.g. the type of media you would like us to scan, the file-format or the data carrier, please contact us before placing an order. We are happy to assist you.

All orders placed will be executed professionally in accordance with the orders. In case of loss or damage of the original media, which is not based on gross negligence of Digitized Memories, Digitized Memories shall only be liable for replacement of material up to AUD 20.

Privacy

Digitized Memories is dedicated to protecting your privacy. Digitized Memories uses the information you submit to provide you with the services you request. Digitized Memories does not share your information with or sell it to other marketers. This Privacy Policy is effective when whenever you provide your information to Digitized Memories.

All communications with Digitized Memories customer service may be recorded and saved.

When you use Digitized Memories' services, you will be asked to provide your e-mail and mailing address. Digitized Memories uses e-mail and mail to keep you updated on your order status, and will use your address to physically mail your products to you.

Digitized Memories does not publish or make your pictures, videos, or media publicly available without your permission, neither online nor in its promotional content. Digitized Memories will not intentionally show your media to any third party who does not need to see it to provide Digitized Memories' services. However, by submitting media to Digitized Memories for conversion or other services, you understand and agree that some individuals may see the content of the media, and so you waive all privacy rights in the content of the media you submit.

General Conditions

Nothing in these Terms and Conditions shall affect the customer's statutory rights as a Consumer. These Terms and Conditions shall apply to all contracts for the provision of services by Digitized Memories to the customer and shall prevail over any other documentation or communication from the customer.

All orders for services shall be deemed to be an offer by the customer to purchase services pursuant to these Terms and Conditions and are subject to acceptance by Digitized Memories. Digitized Memories may choose not to accept an order for any reason.

Digitized Memories reserves the right to change these terms and conditions at any time. By using www.digitized-memories.com.au you will be deemed to have accepted any changes. It is your responsibility to check regularly to determine whether these terms and conditions have been changed and whether you agree to them.