

# WEBSITE TERMS AND CONDITIONS FOR USE

THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE, WHICH IS THE ART CENTRE ONLINE SALES DIVISION) <http://www.artistsmaterialsonline.co.uk>

Our contact details are: The Art Centre, Block A Florence Road Business Park, Kelly Bray, Callington, Cornwall, PL17 8EX. UK Tel: 01579 383523 email: [orders@artistsmaterialsonline.co.uk](mailto:orders@artistsmaterialsonline.co.uk)

## Introduction

We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website. By placing an order from this site you are agreeing to be bound by these terms and conditions.

## Prices

Prices shown on this website are valid at the time of first viewing and for 7 days thereafter. Prices on pages cached by an Internet Service Provider, network server, your computer or any other system may not be up to date.

## Ordering from Us

Artists Materials Online can only accept orders from within the European Union and EFTA. You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order. We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

## Ordering and Payment Process

Once you have selected and added to the Basket all the items you require, you must select the required delivery option and relevant region for the delivery address, and the delivery cost will automatically be added to the checkout total. When you click "Check Out" you will be taken to the Checkout Page where you have the opportunity to confirm the items to be ordered. If the chosen region and actual delivery address do not tally we reserve the right to cancel or amend your order.

When you click "Place Order" you will have a final opportunity to confirm that you wish to check out, and will then be taken to a secure third party website where you enter your credit or debit card information. These details are handled by Secure Hosting Ltd. an independent UK based payment processing specialist using a high level of security and encryption, and are not stored on our website server.

## Privacy

The website offers the opportunity to register your name, address and e-mail details. This allows returning customers to order without re-entering this information. User details obtained via user registration or through the checkout process are retained only for the purpose of handling orders and will never be disclosed to a third party.

## Delivery

"Standard" delivery takes 3-5 working days but can take more. Other delivery options are "within 2 days" or "next day" whichever is requested and paid for. International deliveries normally take up to 6 working days but can take up to 15. If you do not receive your goods by the longest possible time-scale for your delivery choice then please contact us. You must contact us within 2 months of purchase if you have not received your order as this is the length of time we keep all tracking slips. If you contact us after 30 days of placing the order we may be unable to verify the non delivery of your order and are therefore unable to send out a replacement or issue a refund.

## **Delivery Charges**

Our delivery charges are based upon the delivery region, the choice of delivery service, and the value of your order. These charges are clearly shown on the Delivery page.

## **Cancellation and Returns Policy**

You may at any point within 14 days of receipt of your order cancel the order and receive a refund minus postage costs. If you wish to cancel your order contact us via email and we will instruct you to send the goods supplied back to us. Upon our receipt we will issue an immediate refund; if any of the items from the order sent to you are missing or lost we will deduct them from your refund.

If upon receipt of the goods you find that any are missing, damaged or faulty you must inform us immediately. We will then contact you to establish whether you want a replacement or refund, and to advise about returns. In such a case we will refund the cost of the goods, our delivery charge and your return delivery costs.

You must post the goods back to us within 7 working days of informing us that you wish to return them; failure to do so will result in the refund not being processed. We do also strongly recommend that you send them by recorded delivery. These provisions do not affect your statutory rights.

## **Licence**

You are permitted to print and download extracts from this Website for your own use on the following basis: (a) no documents or related graphics on this Website are modified in any way; (b) no graphics on this Website are used separately from accompanying text; and (c) any of our copyright and trade mark notices and this permission notice appear in all copies. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website. No part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any rights not expressly granted in these terms are reserved.

## **Service Access**

While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **Visitor Material and Conduct**

You are prohibited from posting or transmitting to or from this Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; (b) for which you have not obtained all necessary licences and/or approvals; (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). You may not misuse the Website (including, without limitation, by hacking). We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses.

## **Links to and from other Websites**

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information.
- (e) you do not use any of our trade marks displayed on this Website without our written permission.
- (f) you do not link from a website that is not owned by you.
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate. You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach.

## **Disclaimer**

While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material. The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

## **Liability**

We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website. Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof. You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

## **Governing Law and Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts. We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## **Miscellaneous**

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions. If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect. Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.