

Terms & Conditions, 21st January 2023

This website is owned and operated by Agnes Pollock. These Terms & Conditions ("Terms") set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors the opportunity to purchase a range of artwork, including mounted prints, framed prints and greeting cards. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 16 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and any sales tax is available on the payments page.

Return and refund policy

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method after deducting any bank costs. In addition, please note the products can be returned only in the country in which they were originally purchased.

Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Warranties & responsibility for services and products

When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund (less any banking fees) upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Agnes Pollock. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Indemnification

You agree to indemnify and hold Agnes Pollock harmless from any demands, loss, liability, claims or expenses (including legal fees), made against her or us by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Agnes Pollock or we be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, [website owner] assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Shipping

After your order has been placed, processed and payment approved, your product will be shipped via Royal Mail, Parcelforce or another provider. Where possible, shipping will be provided on a "signed and tracked" basis. We will not be held responsible for any delays or loss while in transit. Insurance to cover any loss or damage will be made available whenever possible for a supplemental charge on request. There is a shipping fees for all products, unless they are over a certain order size for delivery within the United Kingdom, or unless otherwise agreed. For all shipments outside of the United Kingdom, we reserve the right to charge a supplemental fee beyond the quoted fee on the website, which is based on the actual cost of delivery. Please contact us for more information regarding shipping policy and exact pricing.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices - please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of England & Wales, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in England & Wales. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info:

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