

TERMS AND CONDITIONS OF SALE OF Clarkpaintings.com

1 DEFINITIONS

- 1.1 “Buyer” means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 “Contract” means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 “Goods” means the articles that the Buyer agrees to buy from the Seller;
- 1.5 “Seller” means Gareth Williams who owns and operates Clarkpaintings.com
- 1.6 “Terms and Conditions” means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 “Website” means Clarkpaintings.com.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller’s address stated in clause 1.5.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 14 days.
- 3.3 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the section “Ordering”.

4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT.
- 4.2 The total purchase price, including VAT, delivery and other charges, if any, will be displayed in full on the “Prices” pages.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price

for the Goods together with information on the right to cancel if the Buyer is a Consumer.

4.4 Payment of the price must be made in full before dispatch of the Goods.

5 RIGHTS OF SELLER

5.1 The Seller reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

5.2 The Seller reserves the right to withdraw any Goods from the Website at any time.

5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 DELIVERY

7.1 Portraits for Consumers within the UK will normally be delivered within 7 working days of the receipt of payment for the order but in any event, within 30 days after the Contract is entered into.

7.2 Portraits for Consumers outside the UK will normally be delivered within 10 working days of acceptance of order but in any event, within 30 days after the Contract is entered into.

7.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

7.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

7.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier is under a legal obligation to supply Goods in conformity with the Contract.

7.6 Risk in the Goods shall pass to the Buyer when they are in the physical possession of the Buyer.

7.7 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

8 CANCELLATION

The Buyer, if a Consumer, has the right to cancel the Contract within 14 days without giving any reason. The conditions, time limits and procedures for exercising the Buyer's right to cancel are laid out in the Schedule to these Terms and Conditions together with a cancellation form, in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9 LIMITATION OF LIABILITY

9.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

9.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

10 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

11 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

13 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

14 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE

RIGHT TO CANCEL

1 You have the right to cancel this contract within 14 days without giving any reason.

2 The cancellation period will expire after 14 days from the day:

- (a) of the conclusion of the contract, in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium;
- (b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of a sales contract;
- (c) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;
- (d) on which you acquire, or a third party other than the carrier and indicated by you acquires,

physical possession of the last lot or piece, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;

(e) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good, in the case of a contract for regular delivery of goods during a defined period of time.

3 To exercise the right to cancel, you must inform us Clarkpaintings.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

If you electronically fill in and submit the model cancellation form or any other clear statement on our website we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION

5 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

6 We will make the reimbursement without undue delay, and not later than:

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

7 We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

8 In the event of cancellation we may withhold reimbursement until we have received the goods back (where we have not offered to collect the goods) or you have supplied evidence of having sent back the goods, whichever is the earliest.

RETURN OF GOODS

9 You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

COST OF RETURNING GOODS

10 We will bear the cost of returning/collecting the goods.

11 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

CANCELLATION FORM

To:

Gareth Williams

Clarkpaintings.com

Tel 0796 472 0574

Email – info@clarkpaintings.com

I/We [*] hereby give notice that I/we [*] wish to cancel my/our [*] contract of sale of the following goods/for the supply of the following service [*],

Ordered on/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate