

## **Terms and Conditions**

(DATED 05/11/19)

These Terms and Conditions apply to all purchases made on this website: [www.lindapitcherfineart.co.uk](http://www.lindapitcherfineart.co.uk).

Your contract will be with Linda Pitcher Fine Art.

In these Terms and Conditions (Terms), "I", "we", "us" and "our" shall be interpreted as referring to Linda Pitcher Fine Art.

By visiting my site and/ or purchasing something from me, you engage in my "Service" and agree to be bound by the following terms and conditions . Please read these Terms carefully and make sure that you understand them, before ordering any Artwork/Products from my site. Please note that before placing an order you will be asked to read and agree to these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. These Terms of Service also apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

You should print a copy of these Terms or save them to your computer for future reference.

I amend these Terms from time to time. Every time you wish to order Artwork/Products, please check these Terms to ensure you understand the terms which will apply at that time. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. I reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to my website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **Online Store Items**

By agreeing to these Terms of Service, you may not use my Artwork/Products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

I reserve the right to refuse service to anyone for any reason at any time. I may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **Third-Party Links**

Certain content, products and services available via my Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. I am not responsible for examining or evaluating the content or accuracy and I do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

I am not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review

carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **My Artwork Products**

I have made every effort to display as accurately as possible the colours and images of my Artwork/Products that appear at the store/galleries/website pages. I cannot guarantee that your computer monitor's display of the colours, accurately reflect the colour of the artwork.

### **Modifications to the Service and Price**

Prices for my Artwork/Products are subject to change without notice.

I reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

I shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of myself. I reserve the right to discontinue any product at any time. Any offer for any Artwork/product or service made on this site is void where prohibited.

I do not warrant that the quality of any Artwork/Products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **Personal Information**

Your submission of personal information through the store is governed by my Privacy Policy

### **User Feedback, Comments or other Suggestions**

If, at my request, you send certain specific submissions (for example contest entries) or without a request from me, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that I may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to me. I am and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

I may, but have no obligation to, monitor, edit or remove content that I determine in my sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make

and their accuracy. I take no responsibility and assume no liability for any comments posted by you or any third-party.

### **Errors, Inaccuracies and Omissions**

Occasionally there may be information on my site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. I reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

I undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Your Consumer Right of Return and Refund**

If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below. **This means that during the relevant period of 14 days from receipt of goods**, if you change your mind or decide for any other reason, that you do not want to receive or keep the Artwork/Product, you must notify me of your decision, via email, to cancel the Contract and receive a refund within. The Artwork/Product must be returned to me in the condition it was sent (without damage/marks) **at a postal cost to yourself**. On receipt of the Artwork/Product by myself, a refund will be made (subject to the condition of the Artwork/Product). You can also cancel your order, for a full refund, prior to despatch of the goods.

When you have emailed me (lindapitcherfineart@gmail.com), I will provide the return address and details of necessary Custom/Duty forms to be filled in to ensure the item is returned without incurring import Duty/Taxes to myself. If Duty/Taxes are charged for the return, for any reason, this will be deducted from the original sale purchase price.

**However, this cancellation right does not apply if you purchase Artwork/Product that has any custom changes to it which has been instructed by you via email/text or any other form of notice. No refund is applicable.**

In the unlikely event that the Artwork/Product is received damaged, **you must keep all packaging and contents and make a note of the damages on the delivery record**. Please photograph the damaged packaging/Artwork/Product and electronically send me the images to view within 14 days of receipt, otherwise no refund is permitted. I will arrange collection of the damaged Artwork/Product and will refund in full the purchase price. Please keep the packaging until instructed to discard, as this may be required for my insurance purposes from the courier.

### **Delivery**

Delivery will be by Royal Mail/Other Courier - Tracked. Worldwide Postage & Packing is inclusive of the purchase price displayed on the website ([www.lindapitcherfineart.co.uk](http://www.lindapitcherfineart.co.uk)).

## **How to Pay**

Online via Paypal

## **Events outside of My Control**

I will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

An Event Outside my Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside my Control takes place that affects the performance of our obligations under a Contract:

- (a) I will contact you as soon as reasonably possible to notify you; and
- (b) My obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside my Control. Where the Event Outside my Control affects my delivery of Products to you, I will arrange a new delivery date with you after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside my Control which has continued for more than 30 days. To cancel please contact me.

## **Rights to Artwork**

I retain all rights to all artwork, even those of sold and commissioned original artwork. I retain all right to make reproductions of any artwork/products created.

The buyer may not reproduce the artwork in any way without prior permission from myself (the Artist).

## **Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **Disclaimer of Warranties: Limitation of Liability**

I do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error free.

I do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error free.

I do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Linda Pitcher Fine Art, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

**Indemnification**

You agree to indemnify, defend and hold harmless Linda Pitcher Fine Art, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

**Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

**Changes to the Terms of Service**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

**Contact Information**

Questions about the Terms of Service should be sent to us at [lindapitcherfineart@gmail.com](mailto:lindapitcherfineart@gmail.com)

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