

## 1. UNTITLED GALLERY WEBSITE

These Terms and Conditions apply to your use of this website. Please read them carefully and ensure that you understand them. You will be asked to agree to these terms before being able to order any Artworks from our site. Your use of this website is subject to your acceptance of these terms and conditions. If you do not accept these terms you must not use or access this website.

Your purchase contract is with PROJECT ART WORKS online shop UNTITLED GALLERY. In these Terms and Conditions (Terms), “we”, “us” and “our” shall be interpreted as referring UNTITLED GALLERY owned by Project Art Works Ltd.

We may amend these Terms from time to time, therefore each time you place an order, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently on the date in the heading above. When we refer, in these Terms, to “in writing”, this will include e-mail.

## 2. ABOUT UNTITLED GALLERY

PROJECT ART WORKS operate the website <https://www.untitled-gallery.org>.

Project Art Works is a registered charity no: 1104301

Project Art Works is a company limited by guarantee.

Place of registration England & Wales. Company registration number 05115045.

Contacting us: You can write to us at Arch 3, Braybrooke Terrace, Hastings, TN34 1TD, email us at

[untitled-gallery@projectartworks.org](mailto:untitled-gallery@projectartworks.org) or [info@projectartworks.org](mailto:info@projectartworks.org) or telephone us at +44(0)1424 423555

If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or the date following the date of posting.

## 3. OUR ARTWORKS

The images of the Artworks on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer’s display of the colours accurately reflect the colour of the Artworks. Your Artwork may vary slightly from the published images.

## 4. INTELLECTUAL PROPERTY RIGHTS

All content included on this site, such as text, graphics, logos, button icons, images, audio clips and software, is the property of PROJECT ART WORKS LTD,

or its content suppliers and protected by U.K. and international copyright laws. The content and software on this site may be used as an information and shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on this site without the permission of PROJECT ART WORKS is strictly prohibited.

Licence to use this website is granted limited to the following: You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

Without express consent you must not:

- republish material from this website (including republication on another website);
- sell, rent or otherwise sub-license material on the website;
- reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution. Where content is specifically made available for redistribution, it may only be redistributed within your business or to your clients for presentation only.

## **5. LIMITATION OF LIABILITY**

The information on this website is provided free-of-charge, and whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

## **6. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our Privacy Policy/Data Protection Policy available on request and in line with GDPR regulations. Information collected at point of sale is used for the purposes of the sale transaction only.

## **7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- Our Site will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

- After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place when we send you an email that confirms that the Artworks have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you Dispatch Confirmation.
- If we are unable to supply you with an Artwork, for example because that Artwork is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 12, we will inform you of this by email and we will not process your order. If you have already paid for the Artworks, we will refund you the full amount including any delivery costs charged as soon as possible.

## **8. OUR RIGHT TO VARY THESE TERMS**

- We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- Every time you order Artworks from us, the Terms in force at the time of your order will apply to the Contract between you and us
- We may revise these Terms as they apply to an order which you have already made if that is necessary to reflect a change in relevant laws and regulatory requirements.

If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Artworks or just the Artworks you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Artworks you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## **9. YOUR CONSUMER RIGHT OF RETURN AND REFUND**

This clause only applies if you are a consumer.

- 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 if you change your mind or decide for any other reason that you do not want to receive or keep an Artwork, you can notify us of your decision to cancel the Contract and receive a refund.
- However, this cancellation right does not apply if your purchase of an artwork includes a custom-made frame or is a commissioned artwork

- Your legal right to cancel a Contract starts from the date when we confirm despatch, which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out below:

Your Contract End of the cancellation period

Your Contract is for a single artwork: The end date is 7 days after the day on which you receive the Artwork.

Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Artwork on 10 January you may cancel at any time between 1 January and the end of the day on 17 January.

Your Contract is for multiple Artworks which are delivered on separate days: The end date is 7 days after the day on which you receive the last of the Artworks ordered.

Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Artwork or the first of your separate Artworks on 10 January and the last instalment or last separate Artwork on 15 January you may cancel in respect any or all of the separate Artworks at any time between 1 January and the end of the day on 22 January.

- To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is via email. If you use this method we will e-mail you to confirm we have received your cancellation.

You can also contact us by any method shown in clause 1. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

- If you cancel your Contract we will:
  - (a) refund you the price you paid for the Artworks. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.
  - (b) in the case of Artworks returned from addresses in the United Kingdom: refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer;
  - (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
    - (i) if you have received the Artwork and we have not offered to collect it from you: 14 days after the day on which we receive the Artwork back from you. For address details, see clause 1;

(ii) if you have not received the Artwork or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

- If you have returned the Artworks to us under this clause because they are faulty or mis-described, we will refund the price of the Artworks in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us. Please note that we must have opportunity first to opt to collect the artwork from you.
- We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Artwork we may refund you in vouchers.
- If an Artwork has been delivered to you before you decide to cancel your Contract:
  - (a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back, or return it to us at the address given in clause 1;
  - (b) unless the Artwork is faulty or not as described (in this case, see clause 6.6), you will be responsible for the cost of returning the Artworks to us. If the Artwork is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Artwork to you, these costs should not exceed the sums we charged you for delivery.
- Because you are a consumer, we are under a legal duty to supply Artworks that are in conformity with this Contract. As a consumer, you have legal rights in relation to Artworks that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause or anything else in these Terms.

## 10. DELIVERY

- Delivery within the UK will usually be within 5 working days, delivery to destinations outside of the UK will be by the most efficient appropriate method and usually within 30 days.
- Following placement of your order we will send you an email to confirm the estimated delivery date.
- Occasionally our delivery to you may be affected by an Event Outside Our Control or when we are closed during public holidays. See clause 17 for our responsibilities when this happens.
- Delivery of an order shall be completed when we deliver the Artworks to the address you provide and the Artworks will be your responsibility from that time.
- You own the Artworks once we have received payment in full, including all applicable delivery charges.

## **11. INTERNATIONAL DELIVERY**

- If you order Artworks from our site for delivery outside the UK, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- You must comply with all applicable laws and regulations of the country for which the Artworks are destined. We will not be liable or responsible if you break any such law.

## **12. PRICE OF ARTWORKS AND DELIVERY CHARGES**

- The prices of the Artworks will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Artworks are correct at the time when the relevant information was entered onto the system.
- Prices for our Artworks may change from time to time, but changes will not affect any order you have already placed.
- The price of an Artwork includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Artworks in full before the change in VAT takes effect.
- The price of an Artwork does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- Our site contains a large number of Artworks. It is always possible that, despite our efforts, some of the Artworks on our site may be incorrectly priced. If we discover an error in the price of the Artworks you have ordered we will contact you [in writing] to inform you of this error and we will give you the option of continuing to purchase the Artwork at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Artworks to you at the incorrect (lower) price.

## **13. HOW TO PAY**

- You can pay for Artworks in either of the following ways:

(a) using a debit card or credit card: we accept the following cards: Maestro UK, Mastercard, Solo, Visa, Visa Debit, Visa Electron and American Express.

(b) Bank Transfer

(c) Paypal

- Payment for the Artworks and all applicable delivery charges is in advance. We will not charge your debit card or credit card until you confirm your order.

#### **14. OUR LIABILITY IF YOU ARE A BUSINESS**

This clause only applies if you are a business customer.

- We only supply the Artworks for internal use by your business, and you agree not to use the Artwork for any resale purposes.
- Nothing in these Terms limits or excludes our liability for:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) defective Artworks under the Consumer Protection Act 1987.
- Our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Artworks.

#### **15. OUR LIABILITY IF YOU ARE A CONSUMER**

This clause only applies if you are a consumer.

- If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- We only supply the Artworks for domestic and private use. You agree not to use the Artwork for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- We do not in any way exclude or limit our liability for:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;

(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective Artworks under the Consumer Protection Act 1987.

## **16. EVENTS OUTSIDE OUR CONTROL**

- We 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 as 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 Our Control takes place that affects the performance of our obligations under a Contract:
  - (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our 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 Our Control. Where the Event Outside Our Control affects our delivery of Artworks to you, we 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 Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return any relevant Artworks you have already received and we will refund the price you have paid.

## **17. OTHER IMPORTANT TERMS**

- We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
- may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.



- Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Artworks through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

- If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).