

I am a sole trader and the Data Controller for the information I hold in relation to my work.

<u>Data Held:</u> The information held includes a database of email addresses and names of voluntary subscribers to the blog. Along with this, their IP addresses and subscription dates are also securely stored. All data held digitally, securely stored according to password-protection guidelines.

<u>Postal Addresses and Telephone Numbers:</u> Customers who have purchased a painting may voluntarily provide their postal addresses or telephone numbers for delivery purposes. This data is strictly used for fulfilling the service and is not shared with anyone.

<u>Email List:</u> When joining the email list, the data is 'shared' with a third-party service provider who assists in administering the service eg: an Email Management System provider. The standard in cases where you 'sign up' to receive information by email.

<u>Financial Transactions:</u> Data necessary for financial transactions, such as payment details, are provided to payment gateway providers for processing. I will never pass on your email address or other personal information ('data') to any individual or organisation except as outlined above, unless you have provided express permission for me to do so for a specific purpose.

<u>Rights under the General Data Protection Regulations (GDPR):</u> Under the General Data Protection Regulations (GDPR), individuals have various rights including:

- the ability to request a copy of the information held,
- update personal information if it is inaccurate or out of date,
- request deletion of personal data,
- restrict processing of personal data,
- and request the stoppage of data processing.

<u>Data Retention:</u> Data is retained for as long as necessary to provide the service, unless express permission is given for a specific purpose such as mailing list.

<u>Payment Details:</u> Payment details are not recorded or stored on the website. No third party is involved.

<u>Complaints:</u> You can if you wish to contact the Information Commissioner for advice or to complain about the way you believe your information/data is used: The Information Commissioner's Office 0303 123 1113 Website: www.ico.org.uk

<u>Cookies:</u> Cookies are used on the website to enable Google Analytics, which collects aggregated information anonymously. Analytics reports website trends without identifying individual visitors.

Most web browsers allow control of selected cookies through the browser settings.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.aboutcookies.org and select the "Manage Cookies" tab.

<u>Terms of Sale:</u> When you purchase a painting, either directly from the website or by other means, 'you' (the buyer) are entering into the following agreement/contract with 'us'/'we' the seller.

Paintings are sold as unframed and the price reflects this. On receipt of full payment, ownership and with it risk, transfers to you.

Paintings for sale are displayed online with approximate sizes. If you wish to verify precise sizes please ask us.

The image may sometimes be a centimetre or so larger each way, but this allows for a tidy overlap when mounting. **Professional mounting and framing is advised**. Painting is mounted to standard frame size for posting.

We do our best to ensure the images displayed online faithfully represent the original paintings. However, when you view images online the colours and tones may differ slightly to the original. This is partly because we cannot control how your display equipment reproduces images.

All intellectual property rights for any painting remain with the artist, Esley Boase, who created them. Reproduction is not permitted without express permission from the artist. Please see 'Copyright' below for further information.

<u>Reservations</u>: Reservations may require a non-refundable deposit to hold the piece for an agreed period, and ownership transfers upon full payment. as previously stated, on receipt of full payment, ownership and risk transfers to you.

Returns: Returns are generally not accepted after a sale is completed.

<u>Packing and Delivery:</u> Careful packing and delivery are ensured, with reputable courier companies being used for the shipping process. Postage/Delivery costs outside of the UK must be covered by the buyer.

<u>Delivery Times:</u> Delivery times may vary for mainland UK and overseas destinations, and additional taxes or customs charges may apply.

Any additional import or other taxes or customs charges/fees to which the delivery may be liable (or additional delivery charges resulting from customs review) will be paid by the buyer. We recommend you check whether or not such a situation might occur within your own country, as we are unable to advise on this.

We the seller shall not be responsible for any direct or indirect loss, damage or delay that may occur relating to shipment.

<u>Signature and Address:</u> A signature is required upon delivery, and accurate delivery address details must be provided.

As previously stated, on receipt of full payment, ownership and with it, risk transfers to you, the buyer.

For **UK** purchasers we can also accept payment via bank transfer, cheque and cash (in person). Please email us if you would prefer to arrange one of these options.

Personal Data: We do not record or store any of your payment details on this website.

We may obtain your personal data in the course of you making an enquiry or completing a sale. We will use your personal data for the purposes of processing any sale. For more detail about how we use data, and your rights, please read our Privacy Notice within this same document.

These terms (in accordance with our other policies) describe the key aspects of our sales policy. We can take no responsibility for events which may occur (such as 'force majeure') which are outside of our control, but we will always do our utmost to be helpful in all circumstances.

<u>Image Copyright:</u> Following the sale of any painting the image copyright remains with **Esley Boase.**

When purchasing an original artwork you are purchasing only the physical item itself and not any rights to replicate, reproduce or distribute the image.

<u>Policies and Terms:</u> Policies and terms may be modified, we reserve the right to make this modifications at any time such as in accordance with legal requirements. Any significant changes will be communicated on the website.

<u>Contact Information:</u> If there is any questions or enquiries, please contact us through the contact form, or via email, available on the 'CONTACT' tab on the website.