

## **Terms and conditions**

### ***TERMS OF SERVICE***

#### **OVERVIEW:**

This website is operated by Perscriptart. Throughout the site, the terms “we”, “us” and “our” refer to Perscriptart. Perscriptart offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. 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. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

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. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our 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 TERMS:**

By agreeing to these Terms of Service, you may not use our 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. A breach or violation of any of the Terms will result in an immediate termination of your Services.

#### **GENERAL CONDITIONS:**

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt

to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

#### **ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION:**

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **MODIFICATIONS TO THE SERVICE AND PRICES:**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

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

#### **PRODUCTS OR SERVICES (if applicable):**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice,

at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any 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.

#### **ACCURACY OF BILLING AND ACCOUNT INFORMATION:**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### **OPTIONAL TOOLS:**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We 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 our 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. We are not responsible for examining or evaluating the content or accuracy and we 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.

We are 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.

#### **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS:**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are 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.

We may, but have no obligation to, monitor, edit or remove content that we determine in our 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. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **PERSONAL INFORMATION:**

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

#### **ERRORS, INACCURACIES AND OMISSIONS:**

Occasionally there may be information on our 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.

We 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).

We 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.

#### **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:**

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

We 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 Perscriptart, our directors, officers, employees, 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.

## **PURPOSE AND EFFECT/PROVENANCE**

The terms constitute the entire agreement and understanding ("the agreement") in relation to the sale and purchase of the work (or works) of art identified on the invoice ("the Work") for the price stated on the invoice (being the agreed price for the sale of the Work to you) ("Price"). We confirm that to the best of our knowledge we either own the Work or are authorised to sell it on behalf of the owner.

All sales of Works by us are subject to these terms. Without limiting the ways in which these terms apply, acceptance of these terms shall be demonstrated:

(1) by your signature on an email or invoice; (2) by full or partial payment of the Price; (3) by any other words or conduct demonstrating your or your agent's acceptance (for example by you or your agent accepting our offer to sell the Work to you which offer will always be subject to these terms); or (4) by your signature or that of your agent on the delivery note.

You shall on demand indemnify and keep us indemnified in full against all loss, costs. (including legal fees and court costs) and expenses incurred by us because of the agreement being breached in any way in full or in part by you. We may, but are not obliged to, mitigate our losses, liabilities, costs, and expenses.

## **STATEMENTS ABOUT THE WORK AND INSURANCE VALUATIONS**

We do not accept any liability because of any changes in expert opinion which may take place after the sale. Where provenance is stated, we may rely on details provided to us by other reputable dealers, auction houses and other expert bodies and details passed on to us by our clients from such entities without needing to make independent investigation ourselves.

Provenance may be partial and exclude auction sales. We do not guarantee such provenance. Sizes are approximate even if not stated to be so. We will refund the purchase price of a work if within FOURTEEN DAY'S (14) from delivery to you or as you have initially designated you provide us with a letter written by a widely acknowledged expert in the artist that the work is not authentic (subject to any such diminution in value you may have caused to such work).

Insurance valuations given by us are subject to the qualifications that they are given in good faith but that each original work of art is just that and that we seek to estimate values based on recent auction prices and prices at which we have sold previous works. These valuations are a guide to value and do not form any representation that you will achieve such a price on sale and are not a guarantee of value. You should renew valuations at least once a year. For more certainty we recommend that you seek two independent valuations.

Statements as to condition of a Work are based on our opinion only, are non-exhaustive and are based solely on what can be seen by the naked eye and we are not expert in any way, and you should rely only on your own inspection or that of your expert. We do not remove Works from their frames, cases or housings of any form or examine them under ultra-violet light. We do not accept any liability for the condition of a Work and all Works are sold as seen. The responsibility for ascertaining the condition of a Work remains fully with the purchaser/and or their agent.

All expressions of condition are given as a general guide only and are deemed to be additionally qualified by reference to the age and material of a Work in that normal ageing will have affected a Work and some materials are more fragile and flawed than others by their nature. Should you wish to instruct a condition report to be carried out by an expert, we will make the Work available to such expert at a location to be agreed between us. If we provide you with images of the Work as part of your assessment of the condition of the work or for your records, we do not accept any responsibility for their quality or resolution or lighting used, but you agree that you will be on full notice of any defects shown by such images and provision of such images in no way reduces your responsibility to independently assess the condition of the Work.

#### **INDEMNIFICATION:**

You agree to indemnify, defend and hold harmless Perscriptart and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable Solicitors' 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:**

If 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.

#### **TERMINATION:**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **ENTIRE AGREEMENT:**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **GOVERNING LAW:**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of The United Kingdom.

#### **CHANGES TO 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.

#### **COMPLAINTS POLICY**

Perscriptart take complaints very seriously. ALL complaints will be dealt with, within 48 hours of receiving it. Please ensure that you include the order number, or, where applicable the main reason for complaint.:

[admin@perscriptart.com](mailto:admin@perscriptart.com)



## DELIVERY & RETURNS

### Shipping/Posting:

- All items are packaged securely, and standard shipping costs are set for size, weight, and destination.
- If you are not sure about the shipping and packing costs, please email us prior to purchase.
- We aim to dispatch your items within 48 hours from the time you place your order.
- We use UPS & FedEx for most of our shipping both in the UK and Worldwide.
- Items are declared with a standard £10.00 value for ALL items shipped, unless you require specific insurance for your item(s), these will add to the standard cost, and this will not include any import duties paid by Perscriptart.
- The purchaser is responsible for all insurance and import duties as detailed above.
- We need your full name, telephone number, email address and full shipping address, please DO NOT use post-boxes for the delivery.
- If returning items, then we kindly ask that you're responsible for covering the shipping costs.
- Our shipping costs are non-refundable so if a refund is received then we will deduct the shipping cost from that refund.
- Depending on where you live, shipping time may vary but we will keep you updated.

### Returns Policy:

- Items must be returned within 14 days of purchase with a receipt.
- Failure to return an item within 14 days negates any refund which is in line with United Kingdom distance buying regulations.
- Items must be unused and in the original packaging.
- Return shipping is at the purchaser's cost. NO import charges will be paid for by us as shipping charges are borne by the sender no exemptions!

### Refunds/Partial Refunds:

- Once the item is returned, we will notify you that we have received your item. After inspection we will update you on the status of your refund, if approved then credit will be applied to the original method of payment.
- If your refund is late, then please contact us at [admin@perscriptart.com](mailto:admin@perscriptart.com)
- Items that you have purchased in the sale are non-refundable.

### Exchanges:

- Items may only be replaced if they are defective or damaged, if so, then please contact us at [admin@perscriptart.com](mailto:admin@perscriptart.com)

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