

Terms and Conditions of Sale

These Terms and Conditions of Sale, together with any and all other documents referred to herein, set out the terms under which all form of Goods are sold by us to consumers through either of our websites, www.tinamacnaughton.com and www.tinamacnaughton.co.uk (“Our Site”). Please read these Terms and Conditions of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms and Conditions of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions of Sale, you will not be able to order Goods through Our Site. These Terms and Conditions of Sale, as Well as any and all Contracts are in the English language only.

The terms and conditions below form the entire contract between us (as per definitions below) and are the basis on which any disagreement will be considered.

By placing an order and/or purchasing any Goods as defined below, you will be deemed to have accepted these Terms and Conditions of Sale.

1. Definitions and Interpretation

1.1 In these Terms and Conditions of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Goods, as explained in Clause 10;
“Goods”	means the Original Artwork, Limited Edition Prints, Open Edition / Poster Edition prints and any of goods sold by Us through Our Site;
“Order”	means your order for Goods;
“Order Confirmation”	means our acceptance and confirmation of your Order;
“Order Number”	means the reference number for your Order;
“I/We/Us/Our”	means Tina Macnaughton Illustrator and her Team.
“Business Day”	means any day other than Saturday or Sunday or UK Bank Holiday;
“Calendar Day”	means any day of the year;
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Open Edition” or “Poster Edition”	means a reproduction print, unlimited in number worldwide, produced as part of a larger edition run with no signature or certification.

“Limited Edition Print”

means a fine art giclée print, limited to a maximum edition of 250 worldwide for each size. Each limited edition print is hand signed and marked with the edition number by Tina Macnaughton and provided with its certificate of authenticity, which is also hand signed by Tina Macnaughton, and registered with Tina Macnaughton’s giclée prints register database for future traceability, replacement of lost certificates and valuation. Tina personally inspects each print, ensuring matching colours to the original artwork before prints are packaged for shipping in protective material via courier; and

“Original Artwork”

means a one-off framed original illustration that has been either scanned or otherwise photo digitised for reproduction. Each original is hand signed by Tina Macnaughton and provided with its certificate of authenticity, which is also hand signed by Tina Macnaughton, and registered with Tina Macnaughton’s original artwork register database for future traceability, replacement of lost certificates and valuation. Tina personally selects the frame, backing, mount and boarder as applicable and inspects each framed original prior to it being packaged for shipping in protective material via courier.

2. Information About Us

2.1 Our Sites, www.tinamacnaughton.com and www.tinamacnaughton.co.uk, are owned and operated by Tina Macnaughton illustrator.

3. Access to and Use of Our Site

3.1 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. Age Restrictions

4.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.

4.2 None of the Goods on Our Site may be purchased by anyone under 18 years of age.

5. Customer Responsibilities

5.1 By placing an order, you are confirming that you have read the associated print description, and selected the appropriate edition, type, framed / unframed, size, etc. as required by you.

5.2 If you wish to purchase an image not currently available on Our Site from any of books illustrated by Tina Macnaughton, please confirm by email the exact image including book title. Upon receipt we will provide a quotation including information on size, price and availability for your acceptance and payment.

6. Goods, Pricing and Availability

6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:

6.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual

product sold due to differences in computer displays and lighting conditions;

- 6.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.
- 6.2 Where appropriate, you may be required to select the required size, framed, unframed, and any other variations, including delivery zone of the Goods that you are purchasing.
- 6.3 We cannot guarantee that Goods will always be available. Stock indications are provided on Our Site, however, such indications are just that as orders outside the websites may affect immediate stock and availability.
- 6.4 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods.
- 6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing information is reviewed and updated every week. Changes in price will not affect any order that you have already placed (please note sub-Clause 6.8 regarding VAT, however).
- 6.6 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, We will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 7 days, We will treat your Order as cancelled and notify you of this in writing.
- 6.7 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.8 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.9 Unless otherwise stated, delivery charges are not included in the price of Goods displayed on Our Site. For more information on delivery charges, please refer to Our Website. Delivery options and related charges will be presented to you as part of the order process.

7. **Print Formats and Original Artwork**

- 7.1 We only offer limited edition prints either mounted with backing or framed including mounting and backing. This option is included on your order confirmation. All limited edition prints will arrive fully assembled in your chosen format, in a protective shipping container and/or packaging.
- 7.2 For mounted Limited Edition prints or Open Edition or Poster Edition prints, you hold sole responsibility for framing or remounting, including any damage caused during this process as detailed in Clause 12.
- 7.3 Unless stated on your order confirmation and receipt, all Open Edition or Poster Edition prints are delivered as "loose prints", in a rolled tube with protective packaging.

- 7.4 Where we have offered framing or mounting Open Edition or Poster Edition prints, and this option is included on your order confirmation, the print(s) will arrive fully assembled in your chosen format, in a protective shipping container and/or packaging.
- 7.5 For Open Edition or Poster Edition prints purchased mounted or framed you hold sole responsibility for mounting and/or framing, including any damage caused during this process as detailed in Clause 12.

8. **Copyright and Ownership**

- 8.1 By purchasing a Limited Edition Print(s) or Open Edition or Poster Edition print(s) from Us, you understand that you own a copy of an original artwork as created by Tina Macnaughton, and not the copyright.
- 8.2 At no point do you, or will you, own the copyright of any image purchased from Us as Original Artwork, Limited Edition Print(s), Open Edition or Poster Edition print(s).
- 8.3 Original Artwork, Limited Edition Prints or Open Edition or Poster Edition prints, or any other Goods, may not be reproduced, copied, shared electronically (or otherwise) or used for any commercial purposes without our prior written permission and any applicable fee (as determined by Us) being paid.
- 8.4 It is illegal to produce copies of any work which is copyrighted by Us, and We reserve the right to request legal assistance to enforce any applicable laws should any breach of copyright be discovered. The cost of any legal assistance will be your liability and We will pass those costs on to you.
- 8.5 Use of Our Site and the order or possession of any Goods from Us is subject to our Copyright Notice. Please ensure that you have read them carefully and that you understand them.

9. **Orders – How Contracts Are Formed**

- 9.1 All orders must be submitted via Our Website. Our Website will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it. In acceptable circumstances We will accept telephone orders with a mutually agreed method of payment. Please note We are not currently setup to take card payments, or any other form of payments, by phone.
- 9.2 You are responsible for ensuring the completeness and accuracy of your order details and We will not be liable for any failure by you to provide complete and accurate information in your order.
- 9.3 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask you to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 9.4 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Confirmation at which point there will be a legally binding Contract between Us and you.
- 9.5 Order Confirmations shall contain the following information:
 - 9.5.1 Your Order Number;

- 9.5.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
- 9.5.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
- 9.5.4 Estimated delivery date(s);
- 9.6 An email copy of the Order Confirmation will be sent to you.
- 9.7 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We may explain why in writing, however, we are under no obligation to do so. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 30 days.
- 9.8 Any refunds due under this Clause 10 will be made using the same payment method that you used when ordering the Goods, unless you specifically request that We make a refund using an acceptable to Us different method.
- 9.9 We reserve the right to:
 - 9.9.1 Reject any order submitted by you for any reason. Note, in particular, that orders by customers in certain countries may be held for inspection and checks for fraudulent payment methods prior to acceptance by us
 - 9.9.2 Cancel any order before delivery of the relevant Goods in the event any payment of the full order value fails.
- 9.10 Without limitation to any provisions relating to Limitation of Liability, We will not be liable or otherwise responsible for any loss or damage caused to you by cancellation of an order by us.

10. **Payment**

- 10.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will be charged on confirmation of order.
- 10.2 Payment online methods are as indicated on Our Website.

11. **Delivery, Risk and Ownership**

- 11.1 All Goods purchased through Our Site will normally be delivered within 4 to 6 weeks of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which please see Clause 16).
- 11.2 When your order is dispatched you will be sent a Dispatch Confirmation, with an estimated delivery date. The estimated delivery date is not a guaranteed delivery date and may be subject to change without any liability on Our part.
- 11.3 Delivery will be completed when We deliver the Goods to the shipping address provided when ordering.
- 11.4 If no one is available at the shipping address to take delivery. We will arrange with our carrier to attempt to redeliver the item one more time. Otherwise you are obliged to collect from the depot described on the delivery notice left by the courier.
- 11.5 The Goods(s) will be your responsibility from the completion of delivery.
- 11.6 You own the Goods once We have received payment in full, including all applicable delivery charges.
- 11.7 You are responsible for inspecting the external packaging of the Goods on

receipt, and marking any noticeable damage on the delivery confirmation receipt as required by the courier.

- 11.8 Any items which are significantly damaged must be immediately rejected by you, and returned to the courier at the point of attempted delivery. You must immediately inform us of any delivery rejection in order that We can contact the courier to resolve the situation.
- 11.9 Failure to inform us of any damage to the Goods within 24 hours of the courier's delivery receipt confirms your acceptance of your order in good condition.
- 11.10 If We are unable to deliver the Goods in accordance with Clause 11.4 the following will apply:
 - 11.10.1 You are obliged to collect the Goods from the courier depot nominated in the delivery notice.
 - 11.10.2 If you do not collect the Goods or rearrange delivery within 7 days, We will treat the Goods as abandoned and recover the Goods. You will not be refunded the purchase price of the Goods nor the cost of delivery. We may also charge you for any reasonable additional cost that We incur in recovering the Goods.
- 11.11 Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address, including, where relevant, any alternative address you have provided.
- 11.12 Ownership of the Goods passes to you once you have taken delivery and We have received payment in full of all sums due, including any applicable delivery charges.
- 11.13 Any refunds due under this Clause 11 will be made using the same payment method that you used when ordering the Goods.

12. **Faulty, Damaged or Incorrect Goods**

- 12.1 By law, we must provide Goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided, and that materially match any images that appear on Our Site (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact Us via Our Site's contact page as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 12.2 If the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 12 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling-off period within which you can return Goods for this reason. Please refer to Clause 14 for more details.
- 12.3 Refunds, whether full or partial, including reductions in price, under this Clause 12 will be issued within 21 calendar days of the day on which We agree that you are entitled to the refund.
- 12.4 Any and all refunds issued under this Clause 12 will not include all delivery costs paid by you when the Goods were originally purchased unless otherwise agreed.
- 12.5 Any refunds due under this Clause 12 will be made using the same payment method that you used when ordering the Goods.
- 12.6 For further information on your rights as a consumer, please contact your local

Citizens' Advice Bureau or Trading Standards Office.

- 12.7 Any damage caused after successful delivery is the responsibility of the customer.
- 12.8 Damage caused during self-organised framing or mounting is the responsibility of the customer, and no refund is available for any Goods that have been spoiled in this way.

13. **Cancelling and Returning Goods if You Change Your Mind**

- 13.1 If you are a consumer in the European Union, and as long as the UK remains a member of the EU, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 13.2 If you wish to exercise your right to cancel under this Clause 13, you must inform Us in writing of your decision within the cooling-off period. Cancellation by email is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
 - 13.2.1 Email: tinamacnaughton.eshop@gmail.com;
 - 13.2.2 Website Contact Page;
 - 13.2.3 In each case, providing us with your name, address, email address, telephone number, and Order Number.
- 13.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 13.4 Please note that you may lose your legal right to cancel under this Clause 14 in the following circumstances:
 - 13.4.1 If the Goods consist of sealed audio or video recordings (e.g. audio book CD or DVD) or sealed computer software (e.g. Video Game) and you have unsealed the Goods after receiving them;
 - 13.4.2 If the Goods have been personalised or custom-made for you;
 - 13.4.3 If the goods have been tampered with in any way subject to our normal sales Terms and Conditions. This is subject to our discretion on inspection of the Goods.
- 13.5 Please ensure that you return Goods to us no more than 14 calendar days after the day on which you have informed us that you wish to cancel under this Clause 14.
- 13.6 **Please contact us before sending.** Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 13. The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.
- 13.7 Refunds under this Clause 13 will be issued to you within 21 calendar days of the following:
 - 13.7.1 The day on which We receive the Goods back; or

- 13.7.2 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 13.8 Refunds under this Clause 13 may be subject to deductions in the following circumstances:
 - 13.8.1 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop).
 - 13.8.2 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 13. Please note that We are required by law to reimburse standard delivery charges (or the equivalent) only.
- 14. **Customs, Excise Duties & Import Taxes**
 - 14.1 All Goods are produced and shipped from the United Kingdom.
 - 14.2 As a responsible international seller, we are legally bound to provide information to the relevant import and export authorities when shipping Goods to countries outside of the UK / European Union.
 - 14.3 We will ensure, where appropriate, that the value stated for the purposes of import and export to the country of delivery is accurate and correct, reflecting the actual material replacement cost of the order.
 - 14.4 The payment of any import customs charges, duties and taxes, whether local or international, are the responsibility of the customer.
- 15. **Our Liability to Consumers**
 - 15.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions of Sale or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
 - 15.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind, including resale. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
 - 15.3 Nothing in these Terms and Conditions of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence, including that of Our employees, agents or sub-contractors; or for fraud or fraudulent misrepresentation.
 - 15.4 Nothing in these Terms and Conditions of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 16. **Events Outside of Our Control (Force Majeure)**
 - 16.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our control.
 - 16.2 An event outside our control means any event beyond our reasonable control including, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil

unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, the threat of a terrorist attack, acts of war (whether declared, undeclared, threatened, actual or preparations for war), 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, or any other event that is beyond our reasonable control.

16.3 If an event outside of our control takes place that is likely to affect the performance of our obligations under this contract under these Terms and Conditions of Sale:

16.3.1 We will inform you as soon as is reasonably practical and possible;

16.3.2 Our obligations under this contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside of our control. Where the event outside of our control affects our delivery of your Goods to you, we will arrange a new delivery date with you after the event outside of our control is over;

16.3.3 We will take all reasonable steps to minimise the delay;

16.3.4 To the extent that We cannot minimise the delay, Our affected obligations under these Terms and Conditions of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

16.3.5 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

16.3.6 If the event outside of Our control continues for more than 60 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled;

16.3.7 If an event outside of Our control occurs, and continues for more than 30 days, and you wish to cancel the Contract as a result, you may do so by email or other contact details available within this document and/or on Our Website.

16.3.8 In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 21 days of the date on which the Contract is cancelled.

17. **Print Guarantee & Warranty**

17.1 All Limited Edition Prints come with a guarantee against colour degradation and fading, limited in time and dependent on guarantees We can obtain from Our selected third party printers, and as displayed on Our Site at the time of purchase.

17.2 All Limited Edition Prints are currently printed using an Epson Large Format Printer utilising the Epson K3 Ultrachrome pigment inks guaranteed not to fade (under normal lighting conditions as details below) for at least 75 years.

17.3 All Limited Edition Prints are currently printed on Epson Velvet Fine Art paper which is 100% cotton rag, acid free and 260 g/m² in weight.

17.4 This guarantee means that we will provide you with replacement print of the same size, specification and image where the visible colour content has deteriorated below 60% of its original saturation and density, subject to the

following conditions:

- 17.4.1 The Limited Edition Print(s) must have been stored and displayed out of any form of direct sunlight during its entire lifetime.
 - 17.4.2 The Limited Edition Print(s) must have been protected behind a material capable of removing at least 95% of all Ultra-Violet wavelengths of light during its entire lifetime.
 - 17.4.3 The Limited Edition Print(s) have not been subjected to any temperature below 0°C or above 30°C during its entire lifetime.
 - 17.4.4 The Limited Edition Print(s) have not been touched directly by any organic object (such as human ungloved fingers) or being, nor exposed to any form of liquid or potentially damaging substance during its entire lifetime.
- 17.5 To invoke the guaranteed replacement warranty, a claim should be sent by you to us in writing, detailing the specifics of the damage caused by fading, including photographs of the Limited Edition Print(s) in question.
 - 17.6 On receipt of a valid claim, we may require further independent specialist opinion to confirm the likely cause of damage, which will be provided at our cost.
 - 17.7 Following confirmation by us (subject to any specialist opinion), a replacement Limited Edition Print will be provided to you free of charge.
 - 17.8 If for any reason we cannot replace your Limited Edition Print we will take reasonably practical measure to offer a form of compensation not exceeding the original cost of the Goods unless otherwise mutually agreed.
 - 17.9 A replacement Limited Edition Print will only be dispatched once we have received the original Limited Edition Print, which will be destroyed by us at a time of our choosing. Returned limited edition prints may be held by us for further investigation to understand the cause of the deterioration.
 - 17.10 This guarantee does not apply where the Limited Edition Print has been damaged due to obvious wear and tear during the period of possession by the customer.

18. **Communication and Contact Details**

- 18.1 If you wish to contact us with general questions, matters relating to Goods, orders, cancellations, and/or complaints, you may contact us either through Our Website contact page or by email as per contact details below.

Email: tinamacnaughton.eshop@gmail.com

19. **Complaints and Feedback**

- 19.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 19.2 All complaints are handled in accordance with our complaints handling policy and procedure, as per these Terms and Conditions of Sale.
- 19.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 19.3.1 By email, addressed to Customer Support to tinamacnaughton.eshop@gmail.com
 - 19.3.2 Or via Our Website contact page;

20. **How We Use Your Personal Information (Data Protection)**

- 20.1 For full details on how we use your personal information and data, please see our Privacy Policy Notice which is available on Our Website or on request via email as per details provided in Clause 19.
- 20.2 We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.
- 20.3 We will use your information to respond to you, regarding the reason you contacted Us. We will not share your information with any third party outside of Our organisation, other than as necessary to fulfil your request, e.g. to ship an order.
- 20.4 Our Privacy Policy may change from time to time and all updates will be posted on Our Website.

21. **Our Right to Vary These Terms**

- 21.1 We may revise these Terms from time to time.
- 21.2 Every time you order Goods from Us, the Terms in force at that time will apply to the Contract between you and us.
- 21.3 The Terms applicable to your contract will be determined as those published and active on the date your order was placed.

22. **Other Important Terms**

- 22.1 We may transfer and/or assign our obligations and rights under these Terms and Conditions of Sale, and under the Contract, as applicable, to a third party (this may happen, for example, if we sell Our business). If this occurs, notification will be posted on Our Website and/or through social medial channels. Your rights under these Terms and Conditions of Sale will not be affected and Our obligations under these Terms and Conditions of Sale will be transferred to the third party who will remain bound by them.
- 22.2 You may only transfer and/or assign your rights or obligations under these Terms and Conditions of Sale to another person to whom you transfer ownership of the Goods after you have completed purchasing the Goods from Us (for example, by selling the Goods to that person or giving them the Goods as a gift). We may require that person to provide reasonable evidence that they are now the legal owner of the Goods in question, such as sales invoice or receipt.
- 22.3 You may not transfer and/or assign your other obligations and rights under these Terms and Conditions of Sale, and under the Contract, as applicable, without Our express written permission. We may not permit the assignment if modified pre-sale for example.
- 22.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions of Sale, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, the recipient of your gift of a Limited Edition Print will have the benefit of our guarantee provided within Clause 18, but we and you will not need their consent to cancel or make any changes to these Terms.
- 22.5 If any of the provisions of these Terms and Conditions of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions of Sale. The remainder of these Terms and Conditions of Sale shall be valid and enforceable.

- 22.6 No failure or delay by us in exercising any of Our rights under these Terms and Conditions of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions of Sale means that We will waive any subsequent breach of the same or any other provision.
- 22.7 We may revise these Terms and Conditions of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and We will arrange for a full refund (including delivery charges) which will be paid within 60 days of your cancellation.

23. **Governing Law and Jurisdiction**

- 23.1 These Terms and Conditions of Sale, and the relationship between you and Us, whether contractual or otherwise, shall be governed by, and construed in accordance with, English law.
- 23.2 If you are a consumer, any disputes concerning these Terms and Conditions of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith, whether contractual or otherwise, shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 23.3 If you are a business, any disputes concerning these Terms and Conditions of Sale, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Terms and Conditions of Sale V3 – Last updated 13th August 2019 and made available without liability by Basil Bahrani, Tina Macnaughton's website manager.