

# East Cornwall Society of Artists Ltd

## Terms & Conditions

These terms and conditions set out the terms of the agreement between you as buyer and us, 'East Cornwall Society of Artists Ltd' (ECSA Ltd), as seller, in relation to the sale and purchase of Art Work offered for sale on [ebenezergallery.co.uk](http://ebenezergallery.co.uk) website. ECSA Ltd confirm that we are authorised to sell the Art Work on behalf of the Artist

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The website [ebenezergallery.co.uk](http://ebenezergallery.co.uk) is owned and maintained by 'East Cornwall Society of Artists Ltd'

'ECSA Ltd' reserves the right to change these terms and conditions from time to time and they will be displayed on the website. Purchases will be deemed to be governed by the terms and conditions displayed on the website at the time of purchase.

Copyright and Intellectual Property Rights remain with the artist even after you buy the original work. Purchase of Art Work from 'ECSA Ltd' does not grant you any right other than that of ownership of the product, including reproduction of work and intellectual properties

Accuracy

ECSA Ltd take every possible effort to ensure that the content of [ebenezergallery.co.uk](http://ebenezergallery.co.uk) is accurate and up to date. We reserve the right to amend any errors or omissions at our discretion and will do so at the earliest opportunity. Artists' particulars are provided by artists themselves and we accept no liabilities for inaccuracies or misrepresentations in these details.

It should be noted that the colours and appearance of artwork or products may vary slightly from the way they appear on the screen, individual computer monitor may show tones and colours which vary from the original tones and colours of the Art Works displayed on the site. This is because individual computer monitors have individual settings and preferences over which we have no control.

ECSA Ltd has no liability for the content of third party sites reached by means of links from this site.

Any information given to you by ECSA Ltd concerning Art Work offered on the website shall be regarded as informal unless it is confirmed by e-mail.

All statements by 'ECSA Ltd' to the authenticity, description, of art work are in accordance with the submitted Artists declaration (this shall not exclude any liability on our part for misrepresentation) and are not warranted by us.

### Reservation of Art Work

'ECSA Ltd' will reserve a work on receipt of online enquiry from the buyer stating:

- a) the details of the work being the name of the artist, title, date and medium as shown on the [ebenezergallery.co.uk](http://ebenezergallery.co.uk) website
- b) the name and address of the buyer
- c) the name and address of the consignee
- d) the delivery address
- e) the method of payment
- f) further details as deemed necessary by the buyer
- g) ECSA Ltd will confirm the reservation of the work subject to availability from which time the work will be reserved for 7 days.

### 1. Definitions

1.1. "Buyer" means the individual who agrees to buy the Goods from the Seller;

1.2. "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

1.3. "Art Work" means the articles that the Buyer agrees to buy from the Seller;

1.4. "Seller" means 'East Cornwall Society of Artists' (ECSA Ltd), Ebenezer Gallery, Polperro, Cornwall PL13 2RQ that owns and operates [ebenezergallery.co.uk](http://ebenezergallery.co.uk)

### 2. Conditions

2.1. Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

2.2. These Terms and Conditions shall apply to all contracts for the sale of Art Work by the 'ECSA Ltd' to the Buyer

2.3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

2.4. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the 'ECSA Ltd'.

### 3. Price and Payment

3.1. The price of the Goods shall be that stipulated on the Website inclusive of Post/Packing and delivery charges.

3.2. The total purchase price, inclusive of Post/Packing and delivery charges, will be displayed in the Buyer's shopping cart prior to confirming the order.

3.3. Delivery to addresses outside of United Kingdom including Channel Islands will necessitate an enquiry to ECSA Ltd to agree any additional postage costs.

3.4. After the order is received the ECSA Ltd shall confirm by email the details, description and price for the Art Work together with information on the right to cancel

3.5. Payment must be made in full before dispatch of the Art Work

3.6. Payment has not been made until we have received cleared funds representing the full amount.

3.7. If you fail to pay the purchase price in full within 7 day reservation period the Art Work will be subject to availability

### 4. Authenticity Of Works

4.1. All works of Art arrive with the confirmation of Authenticity  
'An original work of Art by (artist name) purchased on ECSA Ltd'

### 5. Delivery

5.1. ECSA Ltd will arrange shipment of the Art Work to be dispatched by the Artist where possible within 14 days of payment clearance at which time you will be given an estimated date of arrival at the given consignee address where possible.

5.2. The Artist is responsible for the delivery of the work

5.3. Goods supplied outside the UK will normally be delivered within 28 working days of acceptance of order where possible

5.4. Goods delivered outside the UK, it shall be the buyers responsibility to ensure raise any customs documentation and ensure duty or taxes are paid.

**Delivered at Place (DAP):** The buyer is the importer of record and is responsible for paying any applicable custom duties and import taxes. All taxes incurred when importing to the country of destination must be paid by the buyer or the recipient.

5.5. 'ECSA Ltd' shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

5.6. Delivery of Art Work shall be made to the Buyer's specified address who will make all arrangements necessary to take delivery of the Art Work when tendered for delivery.

5.7. Responsibility of the Art Work shall pass to the Buyer upon delivery, or where the Buyer fails to take delivery at the agreed time, or when delivery was attempted.

5.8. Ownership of Art Work shall not pass to the Buyer until payment has been made in full.

## 6. Return and Refund Policy

6.1. If the details and image of the work as shown on the [ebenezergallery.co.uk](http://ebenezergallery.co.uk) website do not meet with the work received we will accept its return provided that it is in the condition it was dispatched.(see) In such circumstances ECSA Ltd must be notified within 7 days of your receipt; a full refund including return postage will be

made providing on return and examination the work is to our satisfaction in the condition it was dispatched.

#### 6.2. Damaged work of art:

The Buyer shall inspect the Goods immediately upon receipt and shall notify the ECSA Ltd by email to [ebenezergallery@gmail.com](mailto:ebenezergallery@gmail.com) within 7 days if the Goods are damaged or do not comply with the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

6.3. You have a cooling off period of 7 days after the date on which you have received the Art Work to cancel the Contract, and return the Art Work at your cost. The Buyer will receive a refund of all monies paid for the Goods except for return postal charges.

Goods must be returned by the Buyer within 28 days of cancellation in the original packaging.

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#### 7. Limit Of Liability

7.1. The maximum liability for any loss arising due to our negligence will be limited to a sum equal to the value of the payment received for the work.

#### 8. Force Majeure

8.1. The ECSA Ltd and the Artist shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control

#### 9. Law And Jurisdiction

9.1. These terms and conditions are to be construed and take effect in accordance with English law.

#### 10. Privacy Policy

ECSA Ltd respects the privacy of all of its clients and accordingly does not share any personal information of said clients with third parties.

All and any information provided by you to 'ECSA Ltd' will be treated in strict confidence with respect to privacy and according to the terms and conditions of the Data Protection Act 2018