

Terms and conditions are a set of legal terms defined by the owner of the website
melaniecormack-hicks.co.uk

The Terms are an agreement between the website owner and the users of the website; they detail the policies and procedures conducted by the website.

Offering, and binding of Terms

As in every agreement, my Terms clearly state the owner of the website, what the website offers and the Terms being a binding agreement upon the users of the website. Terms are a legal agreement controlling the use of the website by visitors and users of the services.

This website is owned and operated by Melanie Cormack-Hicks Fine Artist. These Terms set forth the terms and conditions under which you may use my website and services as offered by me. This website offers visitors the ability to view my artwork. The ability to book and pay for workshops. The ability to buy Fine Art prints through my Etsy shop. The ability to buy Original artwork directly from me. By accessing or using the website of my service, you approve that you have read, understood, and agree to be bound by these Terms.

SHOP POLICIES

Who can purchase online.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial Terms offered to customers

Terms define general supply terms (such as shipment, returns and product warranties).

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

*By paying at the check out. You have committed to the purchase of the total cost of the goods/painting and postage and packing. The remainder of the monies must be paid by direct debit under the payment plan instruction sent to you via the GoCardless collection company, within the time span stated. Or the remaining balance must be transferred to Melanie Cormack-Hicks within 5 working days if this has been agreed. (iii) the good delivered remain the property of the seller until they are paid for in full***

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Return and refund policy

If you have a change of mind you must notify me via email artistmelcormackhicks@gmail.com
You will be subject to the terms and conditions outlined in workshop T&C's and/or online workshop T&C's.

In the case of physical goods - For any undamaged product, you must notify me of your wish to return your goods/painting. It must be returned packaged in the way it was sent, preferably in its original packaging within 14 days of the date you ordered the product, and we will exchange it or offer a refund based upon the original payment method. You will be liable for the cost of the return and must match the insurance and postage that you received on receipt of your goods/painting. This information can be obtained from me artistmelcormackhicks@gmail.com

After your goods/painting has been posted and you have received/had delivered to the address requested at check out, you are liable for the goods/painting. Including damage to goods/painting or loss.

Retention of Title Clause

*** (iii) the goods delivered remain the property of the seller until they are paid for in full.*

You do not own the goods/painting until I have received payment in full. If you default on your payment without contacting me or stop payments via the GoCardless Ltd payment method, you end the right to possess the goods/painting and must return goods/painting to me at your cost OR allow me to collect the painting/goods. A partial refund will then be given at my discretion depending on the costs incurred in retrieving the goods/painting. If the goods/painting is damaged in anyway a full refund may not be issued.

Customer check out process

The user adds the product to the basket. The user clicks the buy button. This navigates the user to the payment page. By paying the deposit of the workshop (or in the case of physical goods - determined by its size) you have committed to the purchase of the total cost of the workshop (or goods and postage and packing.) Either by direct debit instruction as outlined on the website or by bank transfer for the remaining balance of the painting plus postage and packing.

Right to suspend or cancel user account

Accordingly, websites offering subscription services or online services usually retain the ability to suspend or cancel the ability of a user or customer to use the website or the services.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Indemnification

Websites must have the ability to seek indemnification from users and customers that cause damages to the website or its owners.

You agree to indemnify and hold Melanie Cormack-Hicks Fine Artist harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

It is important to limit and fence the potential liability that the website owner may face as result of its business activities. Such limitations must be in compliance with local applicable laws (which may limit the ability to reduce liability).

Sample:

To the maximum extent permitted by applicable law, in no event shall Melanie Cormack-Hicks Fine Artist, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Melanie Cormack-Hicks Fine Artist assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content – Please see separate GDPR page

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices, you can unsubscribe at any time– please notify me at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United Kingdom, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in the United Kingdom.