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Terms & Conditions

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In these terms and conditions, user or users means any third party that accesses the website and is neither employed by Martistry Limited and acting in the course of their employment nor engaged as a consultant or otherwise providing services to Martistry Limited and accessing the website in connection with the provision of such services.

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Any online facilities, tools, services or information that Martistry Limited makes available through this website is provided “as is” and on an “as available” basis. We give no warranty that the website or its functionality will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Martistry Limited is under no obligation to update information on the website.

While Martistry Limited endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all users take responsibility for their own security, that of their personal details and their computers.

Martistry Limited accepts no liability for any disruption or non-availability of the website.

Martistry Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

Limitation of Liability

Nothing in these terms and conditions will:

- (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
- (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, Martistry Limited accepts no liability for any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; loss or corruption of any data, database or software; any special, indirect or consequential loss or damage.



General

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions together with the Privacy Policy and Cookies Policy, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Interpretation

Goods means the goods advertised on the website that we supply to you of the number and description as set out in the Order;

Supplier means Martistry Limited (Registered in England 9689271);

Customer means an individual buying Goods from the Supplier;

Order means the Customer's order for the Goods from the Supplier as submitted following the step-by-step process set out on the website;

Contract means the legally binding agreement between you, the Customer, and us, the Supplier, for the supply of the Goods;

Delivery Location means the customer's premises or other location where the Goods are to be supplied, as set out in the Order;



Supply of Goods

These Terms and Conditions will apply to the purchase of the goods by you, the Customer from us, the Supplier, Martistry Limited of The Limes, Bayshill Rd, Cheltenham GL50 3AW.

These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Before placing an order on the website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Goods from the website if you are eligible to enter into a contract and are at least 18 years old.

Goods

The description of the Goods is as set out on the website, in catalogues, brochures or other forms of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.

In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

All Goods which appear on the website are subject to availability.

We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Basis of Sale

The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the website, we can reject it for any reason, although we will try to tell you the reason without delay.

The Order process is set out on the website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it, the Order Confirmation. You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.



Price and Payment

The price of the Goods and any additional delivery or other charges is that set out on the website at the date of the Order or such other price as we may agree in writing.

Prices and charges include VAT at the rate applicable at the time of the Order.

You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Delivery

We will deliver the Goods to the Delivery Location, by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

If you treat the Contract at an end, we will (in addition to other remedies) promptly return any payments for the Goods under the Contract. This does not include any payments made for the shipping of the Goods.

If you treat the Contract at an end and subsequently receive the Goods, you must return the Goods unopened in accordance with our Returns Policy

If the Order contains multiple units of the Goods, you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

You may need to pay import duties or other taxes, if Goods are to be delivered outside the UK. It is your responsibility to pay any import duties due on Goods supplied by Martistry Limited

You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.



Personal Information

We retain and use all information strictly in accordance with the Privacy Policy.

Risk and Title

Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

You do not own the Goods until we have received payment in full.

Cancellation

You can cancel the Contract in the following two scenarios –

If the Goods have not been dispatched, you can inform us using the Contact Page and your order will be cancelled. Your payment, including any shipping charges, will then be refunded in full back to the card used for the purchase.

If the Goods have been dispatched, you will have 14 days from receipt to decide if you would like to keep them. If you decide to return them, they must be undamaged, then packaged and sent in accordance with the details given in our Returns Policy. A refund of the purchase price, not including the shipping charge, will then be made back to the card used for the purchase.

We will only send the refund once the returned Goods have been received and checked, but no later than 14 days after the day we receive back from you any Goods supplied.

We cannot refund anything for damaged or incorrectly packaged Goods. It is the Customer's responsibility to take out insurance for returned artwork to cover this eventuality.

We will only refund the amount paid in British Pounds (GBP). If your card account is in a different currency, we are not responsible for any difference between the amount you paid and the amount refunded due to changes in exchange rates.

We cannot refund the delivery charge or any amount you have paid for the return of the artwork.

The above does not affect your rights when the reason for the cancellation is any defective Goods.

Returning Goods

If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at The Limes, Bayshill Rd, Cheltenham GL50 3AW without delay and in any event not later than 14 days from the day you received the Goods. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.



Conformity

We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation. Upon delivery, the Goods will be of satisfactory quality; be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and conform to their description.

Successors and our Subcontractors

Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any subcontractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

In the event of any failure by a party because of something beyond its reasonable control, the party will advise the other party as soon as reasonably practicable; and the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Privacy

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy Policy and Cookies Policy.

For the purposes of these Terms and Conditions:

Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected; we will only Process Personal Data for the purposes identified; we will respect your rights in relation to your Personal Data; and we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, please use the website Contact Form



Excluding Liability

The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer – because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

Governing Law, Jurisdiction and Complaints

The Contract (including any non-contractual matters) is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

We try to avoid any dispute, so we deal with complaints in the following way: If you are unhappy with your purchase or it arrives damaged, please Contact Us and we will try to resolve the problem as soon as possible.