

## **Victoria Perkins Artist – Terms and Conditions**

### **Terms of use for using Victoria Perkins Artist website**

This website is owned and operated by Victoria Perkins Artist. These Terms set forth the terms and conditions under which you may use our website and services as offered by Victoria Perkins Artist. This website offers visitors the purchase of Victoria Perkins Artist's products/commissions. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Victoria Perkins Artist. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

In order to use Victoria Perkins Artist website and/or receive our services, you must be at least be of a legal age to purchase via the usage of a suitable payment method indicated, 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.

### **Purchasing**

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.

The prices Victoria Perkins Artist charge for using services / for our products are listed on the website. Victoria Perkins Artist reserves the right to change 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.

As per the privacy and cookie policy, your personal information will be used/stored in accordance with the information provided on the document.

### **Delivery- order fulfilment**

All items sold on Victoria Perkins Artist's website is subject to availability. Should an item be out of stock, the buyer will be notified accordingly.

Commissioned piece delivery lead-times are subject to the current workload of Victoria Perkins Artist and approximate delivery dates will be communicated to the

buyer accordingly, with regular updates as to a firm delivery date. Victoria Perkins Artist will not be held responsible for delayed commission delivery dates beyond their control, i.e. illness, force majeure.

Processing of orders will take approximately 3-5 days for UK deliveries; delivery will be subject to the mode of courier/parcel service utilised. Delivery should be up to 7 working days, due to the current circumstances (COVID), postal/courier services may be a bit slower, therefore, please allow 10 working days after despatch before notifying Victoria Perkins Artist.

Should your items received be damage upon arrival, please take photos of the packaging the item was packed in, take detailed photos of the damage to the item, and any other necessary/relevant information that may be prudent for Victoria Perkins Artist to pass onto the parcel service/courier to support the claim. This will need to be sent to [victoriaperkinsart@gmail.com](mailto:victoriaperkinsart@gmail.com) within 24 hours of receiving the damaged item.

## **Returns and Refunds**

Victoria Perkins Artist hopes that you are delighted with the items you have received. Should you deem the item is damaged, photos and details will be required and sent to [victoriaperkinsart@gmail.com](mailto:victoriaperkinsart@gmail.com), upon this Victoria Perkins Artist will advise if a refund/repair/replacement is applicable. This information and the returned item must be informed/delivered back to Victoria Perkins Artist within 14 days.

With a valid damage claim, If Victoria Perkins Artist is unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product. Victoria Perkins Artist will pay for shipment of repaired or replaced products to the buyer, however the buyer will be responsible for return shipment of the product to Victoria Perkins Artist.

Returns must be informed within 14 days of the date you received the product, however must be contacted first via [victoriaperkinsart@gmail.com](mailto:victoriaperkinsart@gmail.com) prior to sending back to Victoria Perkins Artist. Buyers are responsible for the return shipping costs. If the item is not returned in its original condition, the buyer is responsible for any loss in its value. Please note Victoria Perkins Artist will not offer refunds for return request past the 14 days after it was purchased.

Victoria Perkins Artist does not accept cancellations of commissioned orders due to the bespoke nature of the item.

Should you have any further questions about returns, please do not hesitate to contact Victoria Perkins Artist.

## **Product descriptions**

Victoria Perkins Artist will give detailed descriptions and supply photographs of the items being sold. Please be advised that colours depicted on the photos on the website may seem different in the item being sold, as colours you see can vary depending on the device you are viewing from.

Victoria Perkins Artist, without prior notice may change the services; stop providing the services or any features of the services offered; or create limits for the services. Victoria Perkins Artist may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

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.

You agree to indemnify and hold Victoria Perkins 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.

To the maximum extent permitted by applicable law, in no event shall Victoria Perkins 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, Victoria Perkins 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.

Victoria Perkins Artist reserves the right to modify these terms from time to time at sole discretion. Therefore, you should review these pages 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.

### **How to contact Victoria Perkins Artist**

By Email – [victoriaperkinsart@gmail.com](mailto:victoriaperkinsart@gmail.com)

By Post – The Art Studio, Victoria Perkins, 15 Courtenay Road, Barry, Vale of Glamorgan, CF63 3QG