**TERMS AND CONDITIONS**

These terms and conditions govern your use of our website. Please read these terms in full before you use this website. If you do not accept these terms and conditions, please do not use this website. Your continued use of this website confirms your acceptance of these terms.

**Website access**

**1.1** It is not necessary to register with us in order to use most parts of this website. However, particular areas of this website will only be accessible only if you have registered.

**Use of website**

**1.2** This website may be used for your own private purposes and in accordance with these terms and conditions.

**1.3** You may print and download material from this website provided that you do not modify or reproduce any content without our prior written consent.

**Website uptime**

**1.4** All reasonable measures are taken by us to ensure that this website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

**1.5** Where possible we always try to give advance warning of maintenance issues that may result in website down time but we shall not be obliged to provide such notice.

**Visitor provided material**

**1.6** Any material that a visitor to this website sends or posts to this website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our [Privacy Policy](https://lucygriffithsart.com/terms.asp).

**1.7** When using this website you shall not post or send to or from this website any material:

(a) for which you have not obtained all necessary consents;

(b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;

(c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

**1.8** We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 1.7.

**Links to and from other websites**

**1.9** Throughout this website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this website you do so at your own risk.

**1.10** Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

(a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

(b) you do not misrepresent your relationship with this website; and

(c) the website from which you link to this website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

**1.11** By linking to this website in breach of clause 1.10 you shall indemnify us for any loss or damage suffered to this website as a result of such linking.

**Disclaimer**

**1.12** Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and, or up to date.

**1.13** All material contained on this website is provided without any or warranty of any kind. You use the material on this website at your own discretion.

**Exclusion of liability**

**1.14** We do not accept liability for any loss or damage that you suffer as a result of using this website.

**1.15** Nothing in these terms and conditions shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

**Shipping**

**1.16** Your order will be processed and delivered without undue delay, no later than 30 days after your order has been placed.

**1.17** Please allow for up to 7 working days for delivery following the dispatch of your order.

**Cancellations, returns and refunds**

**1.18** All customers have the right to cancel their order under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations.

**1.19** Your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods.

**1.20** To meet the cancellation deadline, please notify us via email or phone about cancelling the order before the cancellation period has expired.

**1.21** If you are in possession of the goods you are under the duty to retain them and take reasonable care of them. You must send the goods back to us to our contact address at your own cost (unless we delivered the item to you in error or the item is damaged or defective) as soon as possible once you have cancelled the order.

**1.22** We reserve the right to make a charge not exceeding our direct costs of recovering the goods if you do not return the goods or return them at our expense.

**1.23** Once you have notified us that you wish to cancel the order, any sum debited to us will be refunded to you as soon as possible and in any event within 14 days of your cancellation.

**1.24** You will not have any right to cancel an order for the supply of any of the following goods:

(a) medicinal products or services that are either dispensed on prescription or are available free under an NHS arrangement.

(b) a contract for passenger transport services - such as bus, rail or flight tickets.

(c) the supply of goods or services where prices are dependent upon fluctuations in the financial markets, which are beyond the control of the retailer.

(d) the supply of goods that are made to the customer's specification or are clearly personalised.

(e) the supply of goods that are liable to deteriorate or expire rapidly - such as a delivery of fresh flowers or meat.

(f) the supply of newspapers, periodicals or magazines.

(g) the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance - for example, hotel bookings, courier services, car hire, restaurant bookings and theatre tickets for specific dates.

**1.25** In addition you will lose your right to cancel if you:

(a) unseal goods that are not suitable for return if they are unsealed, due to health protection or hygiene reasons.

(b) unseal audio, video recordings or computer software that were sealed at the time of delivery.

(c) combine goods with other goods after delivery so that they become inseparable.

**Law and jurisdiction**

These terms and conditions are governed by English law. Any dispute arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.