

The Quay Art Company Limited - Terms & Conditions

Our Agreement

About Us

Buy Art Online (buy-art-online.co.uk) and Bronze Frogs (bronze-frogs.co.uk) are online trading names of The Quay Art Company Limited.

By placing an order through our site, you agree to be bound by these terms and conditions and warrant that you are at least 18 years old. You should print a copy of these terms and conditions for future reference.

Contract

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy an item(s) of art (Product). All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

The Contract will relate only to the Product whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Product which may have been part of your order until the dispatch of such Product has been confirmed in a separate Dispatch Confirmation.

Consumer Rights

You may cancel a Contract at any time within 7 working days, beginning on the day after you received the Product. In this case, you will receive a full refund of the price paid and the initial delivery cost to you of the Product but will be responsible for the delivery cost of returning them to us.

To cancel a Contract, you must inform us in writing. You must also return the Product to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Product while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

We will process the refund due to you as soon as possible and in any case, within 7 days of the day you gave notice of cancellation.

Availability & Delivery

Your order will normally be fulfilled by the date stated on, or within 2 working days (Mon-Fri) from the date of, the Dispatch Confirmation, unless there are exceptional circumstances which you will be advised of.

Delivery will be provided by specialist couriers and they will require for someone to be present to sign and receive the Product. It is the sole responsibility of the customer to ensure that someone is available to take delivery and we cannot be held responsible for any late, lost or unforeseeable event caused by a delivery date not being met.

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We do not have any control over Royal Mail or other courier companies and some deliveries may be delayed due to your location, accidents or local disruptions. In these or other instances, we will not be liable for any consequential loss. You shall be deemed to have accepted the goods after receiving delivery.

It is your responsibility to log any damaged external packaging with the courier firm at the time of delivery and check the contents within 24 hours of signing for it.

Price & Payment

The price of the Product and our delivery charges will be as quoted on our site from time to time and include VAT. Any changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Payment for all Product is via PayPal which does not require you to set up an account and allows you to use a credit or debit card from the major providers. The security of your data and the transaction itself is provided by them in a secure environment and no information is stored by us separately.

Cancellation

You may cancel your order free of charge prior to being sent a Dispatch Confirmation by email. A Dispatch Confirmation will normally be issued within 24 hours of you placing an order.

Cancellation after this time will mean you will incur the cost of returning the Product to us as it will already have been dispatched.

Returns

Returning Product will not be accepted unless we have been notified in advance and within 7 days of receipt, by either emailing enjoy@buy-art-online.co.uk or telephoning 01841 532 043 during opening hours.

If you return a Product to us, for any reason other than within your right to do so within the 7 days cooling off period we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 7 days of the day we confirmed to you via e-mail that you were entitled to a refund. In the unlikely event that the Product is defective, you will receive a full refund including the reasonable cost of returning the item to us.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase. Product should be returned in the same manner we originally dispatched to you, carefully packed, delivered by courier, insured and requiring a signature upon receipt.

Damage & Non-Delivery

Claims for damage must be logged and our couriers informed at the time of receipt of the Product and/or by informing us within 24 hours of receipt. Damaged product, external and internal packaging must be retained in case of inspection. Refund of returned Product 'lost in transit' or "not delivered" will not be considered.

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Descriptions & Corrections

The descriptions of goods and services included on our websites are accurate to the best of our knowledge. We do our best to correct errors or omissions as soon as we are aware of them. However, you should be aware that the colours and appearance of the Product may vary from the way they appear on the screen. (due to contrast, hue settings on your monitor etc) and you will need to pay for the return delivery cost in the same manner that the Product was shipped to you for colour related issues.

If you have any doubt about the colour or suitability of the Product, please visit our gallery at Quay Art in Padstow where we can arrange for you to view the Product prior to purchase instead.

Copyright

The images and designs of the Product you purchase and which are used on our websites are the property of The Quay Art Company Limited and/or granted for use by us under authorised licence from our publishers and artists. You must not reproduce, modify or distribute these images or any part of those images in any manner, including from any Product purchased from us, whatsoever.

In the event that there is any dispute between us in relation to this issue, you agree that until the matter is resolved, an interim injunction will be an appropriate remedy. An Interim injunction is a court order, which would prevent any further use or distribution of the image that we are concerned about, until a final court hearing where the court will make a decision on all the facts.

Our Liability

If we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Product. We will not be liable for any associated or consequential costs for any reason other than that it would be illegal for us to exclude.

Contact & Opening Hours

You can contact us by either

Email : enjoy@buy-art-online.co.uk or Telephone : 01841 532 043 or by Post to our shipping address : TQAC. 2 South Quay. Padstow. Cornwall. PL28 8BL.

Our core trading hours are Mon – Sun from 10 am – 4 pm and we will respond within 24 hours.

Applicable Law

Every sale shall be deemed to be performed in England. English law shall govern each transaction, including (without limitation) all contractual and other relationships, which arise as a result of such sales. You and we submit to the non-exclusive jurisdiction of the English courts in relation to any disputes arising out of any sale.