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## TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Website or Purchaser and Harpers Art Limited, the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. The Purchaser's order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to the Purchaser indicating that the order has been fulfilled and has been dispatched.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>“Carrier”</b>	means any third party responsible for transporting purchased Goods from our Premises to customers;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Goods”</b>	means any products that Harpers Art Limited advertises and / or makes available for sale through this Website;
<b>“Harpers Art Limited”</b>	means Harpers Art Limited 12 Victory Way, Torrington, Devon. EX38 7AR;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Harpers Art Limited makes available through the Website either now or in the future;
<b>“Payment Information”</b>	means any details required for the purchase of Goods from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>“Purchaser”</b>	means any person or business that buys Goods from Harpers Art Limited from this Website;
<b>“Purchase Information”</b>	means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;

<b>“Premises”</b>	Means our place(s) of business located at 12 Victory Way, Torrington, Devon. EX38 7AR;
<b>“System”</b>	means any online communications infrastructure that Harpers Art Limited makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by Harpers Art Limited and acting in the course of their employment; and
<b>“Website”</b>	means the website that you are currently using (www.harpersart.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

## 2. **Business Customers**

These Terms and Conditions apply to business customers only.

## 3. **International Customers**

If Goods are being ordered from outside Harpers Art Limited’s country of residence, import duties and taxes may be incurred once the Goods reach their destination. Harpers Art Limited is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and Harpers Art Limited gives no guarantee that the packaging of the Goods will be free of signs of tampering.

## 4. **Intellectual Property**

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Harpers Art Limited, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Harpers Art Limited.

## 5. **Third Party Intellectual Property**

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

## 6. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 7. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Harpers Art Limited or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## 8. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.harpersart.com](http://www.harpersart.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Harpers Art Limited. To find out more please contact us by email at [info@harpersart.com](mailto:info@harpersart.com).

## 9. **Use of Communications Facilities**

9.1 When using the enquiry form or any other System on the Website you should do so in accordance with the following rules:

9.1.1 obscene or vulgar language must not be used;

9.1.2 Content that is unlawful or otherwise objectionable must not be submitted. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 Content that is intended to promote or incite violence must not be submitted;

9.1.4 it is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

9.1.5 the means by which Users identify themselves must not violate these Terms and Conditions or any applicable laws;

9.1.6 Users must not impersonate other people, particularly employees and representatives of Harpers Art Limited or our affiliates; and

9.1.7 our System must not be used for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that Harpers Art Limited reserves the right to monitor any and all communications made to us or using our System.

9.3 You acknowledge that Harpers Art Limited may retain copies of any and all communications made to us or using our System.

9.4 You acknowledge that any information you send to us through our System or post on the forums/chat may be modified by us in any way and you hereby

waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

## 10. **Accounts**

10.1 In order to purchase Goods on this Website and to use the enquiry facilities Users are required to create an Account which will contain certain personal details and Payment Information which may vary based upon a User's use of the Website as we may not require payment information until a purchase is to be made. By continuing to use this Website you represent and warrant that:

10.1.1 all information you submit is accurate and truthful;

10.1.2 if you are buying on behalf of your employers, you have the authority to submit Payment Information where any such authority is required; and

10.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

10.2 It is recommended that you do not share your Account details, particularly your username and password. Harpers Art Limited accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Harpers Art Limited immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying us of the unauthorised nature of the purchase, Harpers Art Limited accepts no liability or responsibility and you should make contact with the Carrier detailed in the Purchase Information.

10.4 When choosing a username Users are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

## 11. **Termination and Cancellation**

11.1 Either Harpers Art Limited or a User may terminate an Account. If Harpers Art Limited terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

11.2 If Harpers Art Limited terminates an Account, any current or pending purchases on your Account will be cancelled and will not be dispatched.

11.3 Harpers Art Limited reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

11.4 If purchases are cancelled for any reason prior to dispatch Purchasers will be refunded any monies paid in relation to those purchases.

11.5 If a User terminates their Account any non-dispatched purchases will be cancelled and a full refund of any monies paid in relation to those purchases will be paid through the payment method used when the Goods were purchased.

**12. Payment**

- 12.1 Any and all invoices are due for payment on the date shown on the invoice, unless alternative arrangements have been agreed between the Purchaser and Harpers Art Limited.
- 12.2 Interest will be charged on a daily basis, commercial interest at 6% above the base rate of the Bank of England obtaining at the time.

**13. Goods, Pricing and Availability**

- 13.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from Harpers Art Limited correspond to the actual Goods, Harpers Art Limited is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether. Please refer to Clause 16.1 for incorrect Goods.
- 13.2 Where appropriate, you may be required to select the required [size] [model] [colour] [number] [other features] of the Goods that you are purchasing.
- 13.3 Harpers Art Limited does not represent or warrant that such Goods will be available. Stock indications are not provided on the Website.
- 13.4 All pricing information on the Website is correct at the time of going online. Harpers Art Limited reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 13.5 In the event that prices are changed during the period between an order being placed for Goods and Harpers Art Limited processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 13.6 All prices on the Website do include VAT. Harpers Art's VAT number is 140 0916 52.

**14. Property, Risk and Account of Profits**

- 14.1 Title in Goods will not pass to the Purchaser until the full purchase price for those Goods has been received by Harpers Art Limited. Title remains with Harpers Art Limited until payment is complete.
- 14.2 If the Purchaser sells the Goods on to its own customers in any form, either as purchased from Harpers Art Limited or forming a component part of a larger Good, and any amount of the purchase price payable to Harpers Art Limited remains outstanding, the Purchaser must account to Harpers Art Limited for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for Harpers Art Limited until payment has been received in full by Harpers Art Limited.
- 14.3 Harpers Art Limited reserves the right to trace all proceeds under the principles of *Re Hallett's Estate* (1880) 13 Ch D 696. Once the payment date has passed, if any sums remain outstanding, Harpers Art Limited has the right to enter the Purchaser's premises and remove any Goods which, by virtue of sub-Clause 14.1, remain the property of Harpers Art Limited.

**15. Delivery**

- 15.1 Harpers Art Limited will notify you by way of email when your goods are to be

dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.

- 15.2 If Harpers Art Limited receives no communication from you, within 2 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

## 16. **Returns Policy**

Harpers Art Limited aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

- 16.1 If the Purchaser receives Goods which do not match those ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, the Purchaser should contact us within 10 working days to arrange collection and return. Harpers Art Limited is not responsible for paying shipment costs. The Purchaser will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.
- 16.2 If any Goods purchased have faults when they are delivered, the Purchaser should contact Harpers Art Limited within 28 working days to arrange collection and return. Harpers Art Limited is not responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when the Goods were purchased.
- 16.3 If any Goods develop faults within their warranty period, the Purchaser is entitled to a repair or replacement under the terms of that warranty.
- 16.4 If Goods are damaged in transit and the damage is apparent on delivery, the Purchaser should sign the delivery note to the effect that the goods have been damaged. In any event, such damage should be reported to Harpers Art Limited within 10 working days and arrange collection and return. Harpers Art Limited is not responsible for paying shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when the Goods were purchased.
- 16.5 If the Goods have been dispatched or have reached you, but the Purchaser decides that they are no longer required, the Goods can be returned to Harpers Art Limited within 10 days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of Harpers Art Limited. The Purchaser is responsible for paying shipment costs if Goods are returned for this reason.
- 16.6 If the Purchaser wishes to return Goods to Harpers Art Limited for any of the above reasons, please contact us by email using [info@harpersart.com](mailto:info@harpersart.com) to make the appropriate arrangements.
- 16.7 Harpers Art Limited reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

- 16.7.1 Any use or enjoyment that you may have already had out of the Goods;
- 16.7.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;
- 16.7.3 The fact that the Goods consist of audio or video recordings or computer software and that the packaging has been opened;
- 16.7.4 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Customer at the time of purchase.

Such discretion to be exercised only within the confines of the law.

## 17. Privacy

- 17.1 Use of the Website is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link on the website [www.harpersart.com](http://www.harpersart.com).
- 17.2 [The Website places the following cookies onto your computer or device. These cookies are used for the purposes described herein. Full details of the cookies used by the Website and your legal rights with respect to them are included in our Privacy Policy. [By accepting these terms and conditions, you are giving consent to Harpers Art Limited to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.]

Name of Cookie	Name of Provider	1 <sup>st</sup> / 3 <sup>rd</sup> Party	Purpose
<<File name>>	<<insert business name>>	<<1st OR 3rd>>	<<Insert purpose>>
<<File name>>	<<insert business name>>	<<1st OR 3rd>>	<<Insert purpose>>
<<File name>>	<<insert business name>>	<<1st OR 3rd>>	<<Insert purpose>>
<<File name>>	<<insert business name>>	<<1st OR 3rd>>	<<Insert purpose>>

]

- 17.3 [If you wish to opt-out of our placing cookies onto your computer or device, please <<insert description of opt-out methods e.g. "check the alternative acceptance box for these terms and conditions", "adjust your internet browser's settings to restrict cookies as detailed in your internet browser's help menu" etc.>>. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu.]

## 18. Disclaimers

- 18.1 Harpers Art Limited makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 18.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 18.3 No part of this Website is intended to constitute a contractual offer capable of

acceptance.

18.4 Whilst Harpers Art Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

## 19. **Changes to the Service and these Terms and Conditions**

Harpers Art Limited reserves the right to change the Website, its Content or these Terms and Conditions at any time. Users and Purchasers will be bound by any changes to the Terms and Conditions from the first time the Website is used by them following the changes. If Harpers Art Limited is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.

## 20. **Availability of the Website**

20.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service 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.

20.2 Harpers Art Limited accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 21. **Limitation of Liability**

21.1 To the maximum extent permitted by law, Harpers Art Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

21.2 Nothing in these Terms and Conditions excludes or restricts Harpers Art Limited’s liability for death or personal injury resulting from any negligence or fraud on the part of Harpers Art Limited.

21.3 Nothing in these Terms and Conditions excludes or restricts Harpers Art Limited’s liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

21.4 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 22. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

**23. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

**24. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Harpers Art Limited.

**25. Notices**

25.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@harpersart.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25.2 Harpers Art Limited may from time to time send you information about our products and/or services. If you do not wish to receive such information, please “click on the ‘Unsubscribe’ link in any email which you receive from us.”.

**26. Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Harpers Art Limited shall be governed by and construed in accordance with the Law of England and Wales and Harpers Art Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.