Terms and conditions

These terms and conditions regulate the business relationship between you and us. By using Our Web Site in any way, or by buying from us, you agree to be bound by them.

We are:
Studio Style of Art
90 Great North Road
Eaton Socon, St Neots
PE198EJ Cambridgshire

You are: visitor to Our Web Site / our customer

The Terms and Conditions

1. Definitions

In this agreement:

"Carrier" means any person or business contracted by us or our artists to carry Goods from us to you, whether all or part of the distance.

"Our Web Site" means the entire computing hardware and software installation that is or supports Our Web Site.

"Goods" means any of the Goods we offer for sale on our web site

"Content" means information in any form published on Our Web Site by us or any third party with our consent.

2. Our contract with you

2.1 These terms and conditions apply:

2.1.1 so far as the context allows, to you as a visitor to Our Web Site; and

2.1.2 in any event to you as a buyer or prospective buyer of our Goods.

2.2 Goods advertised may not be available.

2.3 We shall accept your order by e-mail confirmation. Our message will also confirm details of your purchase and tell you when we shall dispatch your order. That is when our contract is made. It is possible that the price may have increased from that posted on our web site.

2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Web Site on the day you order Goods.

2.5 All descriptions, weights and sizes of Goods are those of the original artist and you may not rely on their accuracy. Accordingly, any such description shall not form part of this Agreement.

2.6 If the Goods you order are not available, we will offer you alternatives before we dispatch your order. If this happens you may:

2.6.1 accept the alternatives we offer;

2.6.2 cancel your order;

2.6.3 leave the order valid, but tell us to omit the out-of-stock item.

2.7 If we owe you money (for this or any other reason), we will make refund as soon as reasonably practicable but in any event no later than 30 days from the date of your order.

3. Price and Payment

3.1 You must pay us the full price of your order before we will send any part of it.

3.2 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.

3.3 Any details given by us in relation to exchange rates are approximate only and may vary from time to time.

3.4 You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

4. Information you give us

4.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

4.2 We will use our reasonable endeavors to respond to any point of dissatisfaction by you, provided you contact us within three months of purchase.

5. Delivery

5.1 Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.

5.1 Goods are at your risk from the moment they are picked up by the Carrier from our studio.

6. Orders from outside the UK and Ireland

6.1 Orders from outside the UK will be charged with the accurate outside UK freight costs. These costs are, by all means, paid by you.

6.2 Goods are at your risk from the moment they are picked up by the Carrier from our studio.

7. Returns and refunds

Because you are buying the Goods by mail order, you may have a right of cancellation. If you do, (and only if you do), these are the terms which apply:

7.1 All correspondence regarding the return of Goods shall be carried out between You and us.

7.2 You must tell us you wish to cancel before we have informed you about dispatching of the goods.

7.3 In any event, you may not cancel orders specially commissioned or personalised goods;

7.4 The Goods must be returned to our studio within 14 days of delivery:

7.4.1 with all goods and all packaging in their original condition;

7.4.2 securely wrapped;

7.4.3 including our delivery slip;

7.4.4 at your risk and cost.

7.5 After we have received the Goods, we will refund with the full purchase price of the goods returned no later than 14 days from the date of receipt;

7.6 If you do not return the Goods to us, you are still liable to us for the cost.

7.7 We are under no obligation to collect or recover Goods from you, but if we do, our costs will be payable by you.

8. Disclaimers

8.1 We may make improvements or changes to Our Web Site, the Content, or to any of the Goods, at any time and without advance notice.

8.2 You are advised that Content may include technical inaccuracies or typographical errors.

8.3 We give no warranty and make no representation, express or implied, as to:

8.3.1 the adequacy or appropriateness of the Goods for your purpose.

8.3.2 the truth of any information given on Our Web Site;

8.3.3 any implied warranty or condition as to merchantability or fitness of the Goods and Services for a particular purpose;

8.3.4 compatibility of Our Web Site with your equipment software or telecommunications connection.

8.3.5 compliance with any law;

8.3.6 non-infringement of any right.

8.4 Our Web Site contains links to other Internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked web site, nor for any loss or damage arising from your use of any such web site.

8.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in negligence or otherwise, arising out of or in connection with your use of Our Web Site or the purchase of Goods.

8.6 In any claim against us our liability is limited to the value of the goods you have purchased in the contract which is the subject of the dispute.

9. Content and Intellectual Property Rights

9.1 Title, ownership rights, and intellectual property rights in the Content whether provided by us or by any other Content provider shall remain the sole property of us and / or the other Content provider. We will strongly protect its rights in all countries.

9.2 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in this agreement.

9.3 You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You may not store electronically any significant portion of any Content.

10. System Security

10.1 You agree that you will not, and will not allow any other person to, violate or attempt to violate any aspect of the security of the Installation;

10.2 You agree that you will in no way modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of Our Web Site, or any software used on Our Web Site, and that you will not permit any other person to do so.

10.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

10.4 Examples of violations are:

10.4.1 accessing data unlawfully or without consent;

10.4.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;

10.4.3 attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";

10.4.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

10.4.5 taking any action in order to obtain Goods to which you are not entitled.

10.5 You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of:

10.5.1 any violation of system security as set out above;

10.5.2 your use of Our Web Site;

10.5.3 any other breach or violation of this agreement by you;

10.5.4 the infringement by you, or by any other user of your computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material contained in any of your communications.

11. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

12. Contractual Limitation

Where we provide Goods without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such goods.

13. Rights of third parties

Nothing in this agreement or on our web site shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

14. No Waiver

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

15. Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.