

MARK REEVES ARTWORKS

CONDITIONS OF SALE (AND RETURNS POLICY)

These Conditions of Sale govern the sale of products by Mark Reeves Artworks to you. Please read these conditions carefully before placing an order with Mark Reeves Artworks. By placing an order with Mark Reeves Artworks, you signify your agreement to be bound by these conditions.

1. OUR CONTRACT

1.1 Your order is an offer to Mark Reeves Artworks to buy the product(s) in your order.

1.2 When you place an order to purchase a product from Mark Reeves Artworks, we will send you a message confirming receipt of your order and containing the details of your order (the "Order Confirmation").

1.3 The Order Confirmation is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you and send you an e-mail confirming to you that we've dispatched the product to you (the "Dispatch Confirmation").

1.4 If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation for each package, and each Dispatch Confirmation and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that Dispatch Confirmation.

1.5 Your contract is with Mark Reeves Artworks.

1.6 Without affecting your right of cancellation set out in section 2 below, you can cancel your order for a product at no cost any time before we send the Dispatch Confirmation relating to that product.

1.7 This right to cancel does not apply to certain products which are made to order, including Limited Edition Prints and Canvas Prints.

2. RIGHT OF CANCELLATION

2.1 Unless one of the exceptions listed below applies, you can cancel your order without giving any reason within 14 days from the day on which you or a third party indicated by you (other than the carrier) receives the goods purchased (or last good, lot or piece if it relates to goods or multiple lots or pieces delivered separately) or from the day of the conclusion of the contract.

2.2 You must inform us (Mark Reeves Artworks) of your decision to cancel your order. You must submit your request by email to info@markreeves.co.uk. We will communicate to you an acknowledgement of receipt by email.

2.3 To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days' cancellation period has expired and return the item to Mark Reeves Artworks, 13 Clarence Road, HORSHAM, West Sussex, England RH13 5SJ.

3. EFFECTS OF CANCELLATION

3.1 We will reimburse all payments received from you for the goods purchased and will also reimburse delivery charges for the least expensive type of delivery offered by us, no later than 14 days from the day on which we received the above communication.

3.2 We will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement.

3.3 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

3.4 You must send back the goods by following the instructions contained in our email no later than 14 days from the day on which you communicate your cancellation.

3.5 You will have to bear the direct cost of returning these goods.

3.6 You may be liable if the value of the goods returned diminishes due to the handling of the goods.

4. EXCEPTIONS TO THE RIGHT OF CANCELLATION

4.1 The right of cancellation does not apply to the following Printed Works:

(a) limited edition prints, which are custom-made to order;

(b) canvas prints, which are custom-made to order.

5. PRICING AND AVAILABILITY

5.1 All prices are inclusive of legally applicable VAT.

5.2 We list availability information for products sold by us on the website including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. As we process your order, we will inform you by email as soon as possible if any products you order turn out to be unavailable; you will not be charged for those products.

5.3 Unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

5.4 Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. If we have made a mistake and a product's correct price is higher than the price on the website, we may either contact you before dispatch to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

6. PRODUCT INFORMATION

6.1 All the paintings for sale on this website are original works of art created by Mark Reeves.

6.2 All Printed Works are produced by a specialist fine art printing company in the UK, using archival quality materials.

6.3 Whilst we endeavour to ensure that product information on our website is correct, actual product packaging and materials may contain more and different information to that displayed on our website.

6.4 All information about the products on our website is provided for information purposes only.

7. COLOUR

7.1 You understand and agree that we use commercially reasonable efforts to display the colours of Original Paintings and Printed Works accurately via the website. However, because individual computer monitors may display colours differently, we are not responsible for the colour accuracy of any Original Paintings and Printed Works displayed on the website, and disclaim all liability in this regard.

8. FEEDBACK

8.1 We welcome and encourage you to provide feedback, comments and suggestions for improvements to the website and services. You may submit feedback by emailing us at info@markreeves.co.uk.

8.2 You acknowledge and agree that all feedback will be the sole and exclusive property of Mark Reeves Artworks and you hereby irrevocably assign to Mark Reeves Artworks and agree to irrevocably assign to Mark Reeves Artworks all of your right, title and interest in and to all feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein.

9. CUSTOMS

9.1 When ordering products from Mark Reeves Artworks for delivery outside of the EU you may be subject to import duties and taxes, which are levied once the package reaches the specified destination.

9.2 Any additional charges for customs clearance must be borne by you; we have no control over these charges.

9.3 Customs policies vary widely from country to country, so you should contact your local customs office for further information.

9.4 Additionally, please note that when ordering from Mark Reeves Artworks, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products.

9.5 Customs offices in some countries require the importer of record to provide a particular form of identification before releasing a parcel. As the importer of record, you may be required to provide the recipient's identification number such as a Unique Identification Number, CPF, or Tax ID.

9.6 Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

9.7 We may also provide certain order, delivery and product information to our international carriers and such information may be communicated by the carriers to customs authorities to facilitate customs clearance and comply with local laws.

10. OUR LIABILITY

10.1 Mark Reeves Artworks will not be responsible for:

(a) losses that were not caused by any breach on our part; or

(b) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or (c) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

10.2 The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

10.3 Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

10.4 We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time.

10.5 If the delay occurs before the products are dispatched, we will not charge you for the products until they are dispatched and you may cancel your order at any time prior to dispatch.

11. APPLICABLE LAW

11.1 These Conditions of Sale shall be governed by and construed in accordance with English law.

11.2 Any disputes relating to these Conditions of Sale shall be subject to the non-exclusive jurisdiction of the courts of England.

12. AMENDMENTS TO THE CONDITIONS OF SALE

12.1 Mark Reeves Artworks reserves the right to make changes to our website, policies, and terms and conditions, including these Conditions of Sale at any time.

12.2 You will be subject to the terms and conditions, policies and Conditions of Sale in force at the time that you order products from us, unless any change to those terms and conditions, policies or these Conditions of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you).

12.3 If any of these Conditions of Sale is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

13. WAIVER

13.1 If you breach these Conditions of Sale and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Sale.

14. CHILDREN

14.1 We do not sell products for purchase by children.

14.2 If you are under the age of 18 you may only use this website with the involvement of a parent or guardian.

15. OUR CONTACT DETAILS

15.1 Our contact details are:

Mark Reeves Artworks,
13 Clarence Road,
HORSHAM,
West Sussex,
England
RH13 5SJ

Phone: +44 7966 452688

Email: info@markreeves.co.uk