

# Terms and Conditions at Atkinson Art

Welcome to [www.atkinson-art.co.uk](http://www.atkinson-art.co.uk) (The "Site")

These terms & conditions (the "T&Cs") apply to your use of the Site. You should read these T&Cs carefully before buying any goods as they contain important information about your order.

By accessing the Site and/or by placing an order you agree to be bound by these T&Cs and the documents referred to within them. If you do not agree to be bound by these T&Cs you may not use or access the Site. The Site is provided solely for your personal use. You may not use the Site for any commercial purpose. You must be 18 years or over to purchase goods from the Site.

References in these T&Cs to "we", "us" and "Atkinson Art" are to Atkinson Art which is the trading name of the Atkinson Danby partnership (registered in England), registered office: West Tober, Bolventor, Launceston, Cornwall. PL15 7TY.

## 1. About us

The website [www.atkinson-art.co.uk](http://www.atkinson-art.co.uk) is owned, designed, built and operated by:

Atkinson Art, West Tober, Bolventor, Launceston, Cornwall. PL15 7TY

[info@atkinson-art.co.uk](mailto:info@atkinson-art.co.uk)

VAT Number: 975570577

Atkinson Art is the trading name of a partnership between Charles Atkinson and Laura Danby, registered in England.

If you need to contact us please use the details above.

## 2. Placing an order

2.1 You can place an order online through the Site.

2.2 You warrant that the personal and payment information provided with your order is true, accurate, current and complete in all respects. By placing an order you confirm that you are the person referred to in the billing details. Should your personal or payment information change after the point of payment, please [contact us](#) (see section 1 above).

2.3 When you place an order with us, you are making an offer to buy goods and are entering into a binding contract with us. We will send you an e-mail to confirm that we have received your order.

2.4 In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will not receive an e-mail confirming acceptance of your order, and there will be no contract between us.

2.5 Images of products on the Site are for illustrative purposes only. Your goods may vary slightly from the image shown on the website and will not include any of the pictured

accessories, unless stated in the specification of the goods. Whilst goods may be shown assembled they may require assembly by you if stated in the specification of the goods.

2.6 We have made every effort to display as accurately as possible the colours of our products that appear on the Site. However, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the actual goods.

2.7 Whilst we try to be as accurate as possible, all information provided is approximate and is provided in good faith.

2.9 This contract is covered by English law.

2.10 By placing an order with us, you agree to and accept these terms, as well as our privacy policy and the terms of the use of the Site.

2.11 The buyer assumes responsibility for the goods being suitable for the purpose for which they are being purchased.

2.12 Shipping charges will be shown prior to you placing your order.

2.13 You will be required to pay for the goods in full at the time of ordering.

2.14 We use secure payment facilities for online purchases which is provided by Paypal.

2.15 Promotional prices only apply during the period stated.

2.16 All prices quoted on our website are in UK pounds and include Value Added Tax at the current rate.

2.17 Once your order has been confirmed, changes may not be possible or may incur additional charges or delays.

2.18 Once your order is complete we will notify you of the dispatch date.

### 3. Delivery and Shipping Charges

3.1 Goods will be dispatched from our business premises within 2 working days and any estimated dispatch date is an estimate, which can change without notice. Dispatch may be delayed in accordance with point 3.12.

3.2 We will deliver goods within 1-2 working days of dispatch. Deliveries may be delayed in accordance with point 3.12.

3.3 Dispatch time and date is dependent upon when the order is received by us, for details please see our [delivery](#) page.

3.4 Your order may arrive in more than one delivery.

3.5 We can deliver anywhere in the UK as per the Royal Mail definition of the UK, this is mainland Great Britain and includes the Highlands and Islands of Scotland, Scilly Isles, the Isle of Man and Northern Ireland. Unfortunately we do not deliver to the Channel Islands, the Republic of Ireland or to any other overseas countries.

3.6 The goods will be delivered via Royal Mail to the premises you specify on your order. You must be at home to accept delivery of your order. We will not accept responsibility for loss or damage if the delivery company is instructed to leave the goods unattended or with a neighbour.

3.7 Disposal of packing materials is your responsibility.

3.8 If there is no one to accept the order on the scheduled delivery date the goods may be returned to us and we reserve the right to charge you an additional re-delivery charge.

3.9 If you change the delivery address once the goods have been dispatched to you, we reserve the right to pass on any extra charges made by our carriers for redirecting your delivery, if the carriers are able to make the change. This will delay your delivery.

3.10 Please check the goods on delivery – any goods found to be missing or damaged should be notified to the delivery driver at the time of delivery or ourselves within two working days of delivery of the items.

3.11 If the goods are lost or damaged please report this to us within two working days from the delivery day.

3.12 Sometimes, for reasons beyond our control we may be prevented from delivering your goods as planned. These might include things such as accidents, breakdowns, fire, flood, storm, severe weather, acts of god, war, riot, civil commotion, malicious damage or the default of our suppliers. We are not responsible where this causes a delay or failure in delivering your goods.

3.13 Time is not the essence of the contract unless expressly stated otherwise in writing by a Director of the Company.

3.14 Free standard delivery, to the areas we can deliver to (see point 3.5 for details) is available on all orders. If free standard delivery is selected at checkout the goods will be sent to you by Royal Mail 1st class Signed For post.

## 4. Returns and Cancellations

4.1 This policy does not apply to goods ordered by businesses which are exempt from the Distance Selling Regulations, or the following goods which are exempt from the right to cancel. Any items which have been custom made. For Trade and Business customers, please see section 7.

4.2 You have the right to cancel the contract within 14 days without giving any reason. However, a brief explanation will help us to improve the service we offer to customers in the future.

4.3 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

4.4 To exercise the right to cancel, you must inform us, Atkinson Art, by post to: West Tober, Bolventor, Launceston, Cornwall. PL15 7TY, or by email to: [info@atkinson-art.co.uk](mailto:info@atkinson-art.co.uk), of your decision to cancel this contract by a clear statement. You may use the model cancellation form template given below in point 4.10, but it is not obligatory. We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

4.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

4.6 If you cancel your contract, we will reimburse you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

4.7 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

4.8 We will make the reimbursement without undue delay, and not later than –

1. 14 days after the day we receive back from you any goods supplied, or
2. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
3. If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

4.9 We will make the reimbursement using 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 the reimbursement. 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.

1. You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the 14 days has expired.
2. You will have to bear the direct cost of returning the goods.
3. You are only liable for any diminished value of the goods resulting from the handling of the goods.

4.10 Model cancellation form:

To Atkinson Art, West Tober, Bolventor, Launceston, Cornwall. PL15 7TY,  
info@atkinson-art.co.uk

I/We[\*] hereby give notice that I/We[\*] cancel my/our [\*] contract of sale of the following goods[\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s)

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.

4.11 This cancellation policy does not affect your legal rights – for example, if goods are faulty or misdescribed.

## 5. Faulty Goods

5.1 If there is a problem with the goods, please notify us by email or in writing providing details of the problem. In addition, you must provide us with a digital photograph of the problem as this saves you having to return the goods for inspection. We will deal with the matter in accordance with your legal rights. Please see points 3.10 and 3.11 for time restrictions.

5.2 If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement goods will not be dispatched until either a indicative digital image is supplied by the customer, or the original goods have been received at our business premises and checked.

The cost of returning goods to us is your responsibility, however on inspection we will refund your reasonable postage costs, providing that the goods are found to be faulty. If the goods

are not faulty, we will return them to you, however you will be required to cover our reasonable postage costs.

5.3 If an item is no longer available we will offer an alternative. However, our liability will be to replace the faulty goods only and we are unable to guarantee an exact match. In this instance, you will have the option of a refund on the items.

5.4 Where we replace faulty goods you are responsible for their disposal if they have not previously been returned to us.

5.5 As all items are handmade there may be slight variation, this is not a fault.

## 6. Liability

6.1 The products sold on this website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.

## 7. Trade or Business customers

The following conditions apply to orders placed by Trade or Business Customers.

7.1 Orders may not be cancelled except with our mutual agreement and having been confirmed in writing by a Director of our company. We reserve the right to make cancellation and/or re-stocking charges.

7.2 Claims for missing or damaged items must be made within 2 working days of delivery.

7.3 If purchasing a quote, the buyer accepts full responsibility for checking the accuracy of that quote.

7.4 The buyer assumes responsibility for the goods being suitable for the purpose for which they are purchased.

## 8. Website Disclaimer for [www.atkinson-art.co.uk](http://www.atkinson-art.co.uk) (The "Site").

This disclaimer details our obligations to you regarding the Site, please read this disclaimer in full before you use this Site. Using the Site implies that you accept the terms of this disclaimer. We do occasionally update this disclaimer so please refer back to them in the future.

8.1 You are permitted to use the Site for your own purposes and to print and download material from the Site provided that you do not modify any content without our consent. Any and all material on this website must not be republished online or offline without our permission

8.2 The copyright and other intellectual property rights in all material on the Site are owned by us and must not be reproduced without our prior consent

8.3 Subject to paragraph 8.1, no part of the Site may be reproduced without our prior written permission.

8.4 With the exception of personally identifiable information, the use of which is covered under our [Privacy Policy](#), any material you send or post to the Site shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to

copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

8.5 When using the Site you shall not post or send to or from the Site any material for which you have not obtained all necessary consents, 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.

8.6 We take all reasonable steps to ensure that the Site is available 24 hours every day, 365 days per year. However, the Site may sometimes encounter downtime due to server and / or other technical issues, therefore we will not be liable if the Site is unavailable at any time.

8.7 Any links to third party websites located on the Site are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content.

8.8 If you would like to link to the Site, you may only do so on the basis that you link to, but do not replicate, any page on the Site and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us.

8.9 If you choose to link to our website in breach of Paragraph 8.8 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

8.10 We take all reasonable steps to ensure that the information on the Site is correct. However, we do not guarantee the correctness or completeness of material on the Site. Neither we nor any other party (whether or not involved in producing, maintaining or delivering the Site), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of the Site. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

8.11 This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

## 9. Complaints Procedure

We are committed to delivering a high standard of customer service, but recognise that sometimes things go wrong or we may fail to meet your expectations. If you are unhappy with a service you have received we would like you to tell us. We can then look into your complaint, explain what has happened and, where necessary, put things right. Our complaints procedure tells you how to make a complaint and how we will deal with it.

Step 1: Please get in touch and tell us what happened, why you're unhappy and what you would like us to do about it. Please put this in writing either via post or email. We will look into your complaint and try to resolve it with you. We always aim to resolve your complaint as soon as possible. Please send complaints to [info@atkinson-art.co.uk](mailto:info@atkinson-art.co.uk) or address letters to: Atkinson Art, West Tober, Bolventor, Launceston, Cornwall. PL15 7TY

Step 2: If you are not satisfied with the response you get please let us know in writing via email or post. We will then look further into the case and again aim to have a resolution within 2-3 working days.

Step 3: If you are still unhappy and feel you have been unfairly treated by us you can contact [Trading Standards](#) direct.