

## **Terms and conditions**

These terms and conditions are the contract between you and JacAmanda Art ("us", "we", etc). By visiting or using Our Website, you agree to be bound by them.

JacAmanda Art is a UK based business. Our registered office is 9 Ladymantle Close, Chellaston, Derby, DE73 5PY.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

### **The terms and conditions:**

## **1. Definitions**

In this agreement:

"Content"	means any content in any form published on Our Website by us or any third party with our consent.
"Goods"	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
"Our Website"	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

## **2. Interpretation**

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.

- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. [except where stated otherwise], any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Our contract with you**

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.

- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. Because we rely on our suppliers, We do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 3.5. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 3.6. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 3.7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

## **4. Acceptance of your order**

- 4.1. Your order is an offer to buy from us. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.
- 4.2. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
  - 4.2.1 accept the alternatives we offer;
  - 4.2.2 cancel all or part of your order.

## **5. Price and payment**

- 5.1. The price payable for the Goods that you order is clearly set out on Our Website and at checkout.
- 5.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.

- 5.3. Bank 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.
- 5.4. If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.5. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 5.6. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

## **6. Security of your credit card**

We take care to make Our Website safe for you to use.

- 6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

## **7. Cancellation and refunds**

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 7.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 7.2. The following rules apply to cancellation of your order:
  - 7.2.1 If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.

- 7.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.
- 7.2.3 We will return your money subject to the following conditions:
  - 7.2.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
  - 7.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 7.3. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.
- 7.4. In any of the above scenarios, we will return your money within 14 days.

## **8. Liability for subsequent defects**

- 8.1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.
- 8.2. The procedure to return the faulty Goods is as follows:
  - 8.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.
  - 8.2.2 please follow the returns procedure [provided on our website]
- 8.3. We will return your money subject to the following conditions:
  - 8.3.1 we receive the Goods with labels and packaging intact.
  - 8.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.
  - 8.3.3 you tell us clearly what is the fault you complain of and any other information which may help us claim (if Royal Mail fault).
- 8.4. If any defect is found, then we shall:

- 8.4.1 replace the Goods, or
- 8.4.2 refund the full cost you have paid including the cost of returning the Goods.

## **9. Delivery and pick up**

- 9.1. Goods are sent via Royal Mail 1st class postage and posted on the day of purchase if processed before 1PM, the following day if not. We will send you a message by email to tell you when we have despatched your order.
- 9.2. Deliveries will be made by Royal Mail to the address stipulated in your order. You must ensure that someone is present to accept the delivery if ordering in bulk.
- 9.3. If we are not able to post your Goods within 24hrs of the date of your order, we shall notify you by e-mail.
- 9.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 9.5. We are happy for you to pick up Goods from our address provided you make an appointment in advance.
- 9.6. If you pick up Goods from our premises then:
  - 9.6.1 Goods are at your risk from the moment they are picked up by you from our address.
  - 9.6.2 you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.
  - 9.6.3 You will be able to pay cash on collection at this point if that's your preferred option.

## **10. Goods returned**

These provisions apply if you buy from us other than being a Consumer. The following rules apply to return the faulty Goods:

- 10.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 10.2. The Goods must be returned to us as soon as any defect is discovered but not later than 30 days.
- 10.3. So far as possible, Goods should be returned:
  - 10.3.1 with both Goods and all packaging as far as possible in their original condition;
  - 10.3.2 securely wrapped;
  - 10.3.3 at your risk and cost.
- 10.4. The procedure for return of Goods is set out on Our Website. If you do not follow this procedure, we may be unable to identify you as the sender of the Goods.
- 10.5. If we agree that the Goods are faulty, we will:
  - 10.5.1 refund the cost of return carriage;
  - 10.5.2 replace the Goods.
- 10.6. If we replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

## **11. Disclaimers**

- 11.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 11.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 11.3. We make no representation or warranty for:
  - 11.3.1 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;

- 11.3.2 the adequacy or appropriateness of the Goods for your purpose.
- 11.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 11.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
- 11.6. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is:
  - 11.6.1 indirect or consequential loss; or
  - 11.6.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 11.7. We make no representation or warranty and accept no responsibility in law for:
  - 11.7.1 accuracy of any Content or the impression or effect it gives;
  - 11.7.2 delivery of Content, material or any message;
  - 11.7.3 privacy of any transmission;
  - 11.7.4 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
  - 11.7.5 any aspect or characteristic of any goods or services advertised on Our Website;
- 11.8. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 11.9. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us. Any of them may enforce this provision under the Contracts (Rights of Third Parties) Act 1999.
- 11.10. Nothing in this agreement excludes liability for a party's fraud.



## **12. Your account with us**

- 12.1. 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.
- 12.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
- 12.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

## **13. Restrictions on what you may Post to Our Website**

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:

- 13.1. be malicious or defamatory;
- 13.2. be illegal, obscene, offensive, threatening or violent;
- 13.3. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 13.4. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 13.5. solicit passwords or personal information from anyone;
- 13.6. link to any of the material specified above, in this paragraph.

## **14. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 14.1. hyperlinks, other than those specifically authorised by us;
- 14.2. keywords or words repeated, which are irrelevant to the Content Posted.

- 14.3. the name, logo or trademark of any organisation other than yours.
- 14.4. inaccurate, false, or misleading information.

## **15. How we handle your Content**

- 15.1. Our privacy policy can be found here:  
<https://jacamandaart.co.uk/5c40f-terms-and-privacy/>
- 15.2. If you Post Content to any public area of Our Website (reviews) it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 15.3. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 15.4. Please notify us of any security breach or unauthorised use of your account.

## **16. Removal of offensive Content**

- 16.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 16.2. If you are offended by any Content, the following procedure applies:
  - 16.2.1 Your claim or complaint must be submitted to us in the Contact form available on Our Website and sent to us by email.
  - 16.2.2 we shall remove the offending Content as soon as we are reasonably able, if applicable;
  - 16.2.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 16.3. We may re-instate the Content about which you have complained or not.
- 16.4. In respect of any complaint made by you or any person on your behalf, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 16.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## 17. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 17.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 17.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 17.3. download any part of Our Website, without our express written consent;
- 17.4. collect or use any product listings, descriptions, or prices;
- 17.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 17.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 17.7. share with a third party any login credentials to Our Website.
- 17.8. Despite the above terms, we now grant a licence to you to:
  - 17.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 17.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## 18. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 18.1. your failure to comply with the law of any country;

- 18.2. your breach of this agreement;
- 18.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 18.4. a contractual claim arising from your use of the Goods;
- 18.5. a breach of the intellectual property rights of any person.

## **19. Intellectual Property**

- 19.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 19.2. Except as set out below, 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.
- 19.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 19.4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **20. Dispute resolution**

The following terms apply in the event of a dispute between the parties:

- 20.1. If you are not happy with our services or have any complaint then you must tell us by email message to [info@jacamandaart.co.uk](mailto:info@jacamandaart.co.uk) or [jacamandasmith@gmail.com](mailto:jacamandasmith@gmail.com) or use the Contact form on Our Website.
- 20.2. If a dispute cannot be resolved mutually, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

## 21. Miscellaneous matters

- 21.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 21.2. Where we provide goods without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 21.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 21.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 21.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.6. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 48 hours if no notice of non-receipt has been received by the sender.

- 21.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 21.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control.

21.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

21.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

### **Information about your statutory right to cancel**

#### **Your right to cancel**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before or after you have received the product/s.

#### **How to cancel**

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

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by post or e-mail.

You may use the contact form on the Returns, Refunds and Delivery page and type Cancellation in the Reason for return box. No further explanation is necessary unless you wish to expand.