

Sophie Medhurst Artist. Terms and Conditions

15th September 2023

1 Agreement to Terms

1.1 These Terms and Conditions constitute an agreement made between you and Sophie Medhurst (sole trader), 136 Hayes Chase, West Wickham, Kent BR4 0JB, United Kingdom (we, us), concerning your access to and use of the Sophie Medhurst Artist website (<https://www.sophiemedhurst.com>) as well as any related applications (the Site).

1.2 The Site provides the following: Online portfolio to show artwork and purchase of original art from us. You agree that by accessing the Site, you have read, understood, and agree to be bound by these Terms and Conditions.

1.3 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

1.4 We reserve the right to modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without notice to you; you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website.

1.5 We reserve the right to change these conditions from time to time; your continued use of the website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check to determine whether the conditions have been changed.

2 Acceptable Use

2.1 **All copyright is retained by the artist, Sophie Medhurst.** Images must not be resold or reproduced without the artist's written permission.

2.2 No part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3 Content

3.1 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

3.2 Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and Our Content and to download or print a copy of any

portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

3.3 Every care has been taken to show the artwork as accurately as possible with regard to size and colour. The image you see may be different due to slight variation between browsers, devices and screen settings. Any variation between the image represented and the actual artwork is not deemed a fault and such inconsistencies will not be a valid reason for return.

3.4 The site does not currently provide users the opportunity to post content. There may be opportunities for you to post content to the Site or send feedback to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

4 Links to third party content

4.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party websites or applications or the third party operator. We are not responsible for any third party websites or applications or their availability or content.

4.2 We accept no responsibility for adverts or links contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk.

4.3 The Site may contain affiliate links which will grant us a commission if you purchase from those sites.

5 Sales

5.1 Artwork listed may be withdrawn from sale at any point by the artist for reasons such as, but not limited to, sale elsewhere or exhibition display.

5.2 If you purchase physical goods from the Site, our terms and conditions of supply <https://www.sophiemedhurst.com/termsandconditions> will apply to the sales.

6 Security of Data

6.1 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure. We use a secure external payment process. In the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when ordering from the website.

Additional policies which also apply to your use of the Site include:

Our Privacy Notice <https://www.sophiemedhurst.com/privacypolicy> which sets out the terms on which we process any personal data we collect from you, or that you

provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

7 Site Management

7.1 We do not guarantee that the Site will be secure or free from bugs or viruses.

7.2 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

Purchasing and Shipping

If you have any questions please contact me in advance at sophie.medhurst@sophiemedhurst.com

Framed/unframed artwork

The site states where an available painting is framed. Generally paintings are unframed. This is so that you can choose whether you would like to frame it and what kind of frame you prefer. Many unframed paintings are on deep canvases (the exact depth varies between canvases but is approx. 3cm deep) which many customers choose to hang unframed. Artwork, whether framed or unframed, will be ready to hang, unless specified otherwise on the site.

Payment

Payments are taken through PayPal in British Pounds Sterling. You do not need to have a PayPal account to purchase; you can use the PayPal service to pay with your regular debit or credit card. We do not store any of your debit/credit card details.

UK customers may choose to pay by bank transfer. If you would like to pay by bank transfer please contact me on sophie.medhurst@sophiemedhurst.com.

Shipping

Shipping within the UK

Artwork shipped within the UK has an estimated shipping cost included at the checkout based on the size and weight of the work and your location.

Please allow 7 working days in total from the time of order to delivery (Most orders will be shipped within 5 working days). For orders within the UK, Artwork is sent by Royal Mail Parcel Force or courier depending on size and weight. It will be sent 'signed for' or 'tracked' where available. If you need a delivery by a specific date please contact me first at sophie.medhurst@sophiemedhurst.com so that I can provide you with a quote for the shipping.

International shipping

Shipping is available to most countries. If you are located outside the U.K, email me your details at sophie.medhurst@sophiemedhurst.com and I can check available shipping services with a view to providing a quote for shipping and an estimated delivery date. The time it will take for international orders to arrive will vary depending on your location.

Overseas shipments (outside the UK) may be subject to import duties and taxes according to the laws of the destination country. Any additional charges are at the customer's expense. We have no control over these charges and accept no responsibility for additional charges.

Shipping costs contribute towards packing supplies, labour and transit fees.

Returns

If a painting is not as you expected, you have 14 days to contact me by email and request a refund. Once a return has been agreed, you are responsible for packing and arranging return delivery using the same service used to send the artwork to you. Once the piece has been safely returned I will refund your payment within 14 days.

All work is carefully packed for shipping. If you receive a work that has been damaged in transit, please contact me within 7 days with a photograph.

I am unable to offer a refund or return on any artwork sent outside of the UK.