

# Terms and Conditions

## Website Terms & Conditions

The website [www.artnouvocative.com](http://www.artnouvocative.com) (the Website) is operated and these terms and conditions of use and supply (Terms) are issued by Art Nouvocative (Company)

The Company may revise these Terms at any time. We will notify you of any major changes, however to ensure you are aware of any changes made by the Company please review these Terms regularly. Should you continue to use this Website after changes are made you agree to be legally bound by these Terms as updated and amended.

Please read our terms and conditions prior to using this site.

Using this Website indicates acceptance of these terms and conditions.

Should you choose not to accept these terms please do not access or use the Website.

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For which you have not obtained all necessary licences or approvals.

- Which is technically harmful including without limitation unsolicited email (spam) corrupted data malicious software or harmful data computer viruses logic bombs Trojan Horses worms harmful components.
- Which is threatening defamatory obscene indecent offensive pornographic abusive liable to incite racial hatred discriminatory menacing scandalous inflammatory blasphemous seditious in breach of confidence in breach of privacy or which may cause annoyance or inconvenience.
- Which constitutes or encourages conduct that would be considered a criminal offence give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in any country of the world.

Furthermore, you may not misuse the Website (including without limitation by hacking)

### Force Majeure

The Company shall be under no liability if it shall be unable to carry out any provisions of the contract for any reason beyond his reasonable control including (without limiting the foregoing):

Act of God; legislation; war; riot; civil commotion; explosion; threat of or terrorist attack; fire; flood; drought; inadequacy or unsuitability of any instructions; failure of power supply; strikes; lock-out; or other industrial action; impossibility of the use of public or private transport; or owing to any failure to provide goods required for the performance of the contract.

During continuance of such a contingency the customer may by written notice to the Company elect to terminate the contract and pay for any goods supplied but subject thereto shall otherwise accept delivery when available.

### **Data Protection Privacy Security & Liability**

We value our customers and are committed to protecting their privacy and will only use the information we collect from you lawfully and in accordance with the Data Protection Act 1998 and complies with the GDPR (General Data Protection Regulation) which comes into affect from May 2018. All information is held securely and we will not provide your personal details to any third parties.

We will take all reasonable care to keep ordering details secure however if a third party procures access to any data you provide when accessing or ordering from this site and we are not negligent we cannot be held responsible for any loss incurred. The responsibility for the security of any passwords rests with you.

Goods purchased by you from the Company are of satisfactory quality and reasonably fit for the purposes for which the goods of the kind are commonly supplied. Should the Company break this agreement the liability for your losses as a result are strictly limited to the purchase price of the goods you purchased. The Company is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you or the Company however arising.

The information you provide must be true accurate and complete in all respects. Furthermore you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the billing information provided.

The company will post information on the Website and the communication between the Company and the customers including contracts will be mainly electronic. All prices displayed are in pounds sterling and VAT is currently not applicable.

Access to the Website may be temporarily suspended and without notice in the case of system failure maintenance or repair or for reasons beyond the Company's control. The company shall not be liable if for any reason the Website is unavailable for any time or for any reason.

## **Trading Terms & Conditions**

### **Exclusivity Guarantee**

Each new stockist will be offered exclusivity for their area within a 5 mile radius (per artists designs) For example some may only wish to stock the Ed Org mystical designs, others the Mo Welch art deco fashion range. Thorough checking and agreement by both parties, is always undertaken before this is allowed.

To maintain area exclusivity, the stockist must place and pay for in full, two orders within each 7 month period. The starting date will commence upon receipt of their first order. (An average £100 carriage paid order equates to average sales of less than 4 cards per week during a 7month period.)

If the two orders and payment requirement is not fulfilled by a retailer within each 7 month period, they will still be welcome to stock our cards, but will no longer have area exclusivity.

At that time, we reserve the right to allow a second retailer to stock our greetings cards, within that 5 mile radius. In these circumstances, neither stockist will be given area exclusivity.

The 5 mile radius area exclusivity, does not apply to retailers in Central London.

### **Ordering Payment and Registration**

#### **First orders are strictly Pro-forma.**

Upon request and before ordering (for UK mainland stockists only) it may be possible to offer payment terms; 30 days from date of invoice. All goods remain the property of Art Nouvocative until payment has been made in full.

Minimum order £65 + £6.75 carriage to UK Mainland addresses

Carriage paid on UK Mainland orders over £100.

**Please note the carriage charges quoted above are for standard 2 - 4 delivery only. At the checkout you will have the option to pay an additional charge of £8.50 towards the cost of 24 hour delivery should this be required.**

#### ***Highlands Offshore and Republic of Ireland***

Minimum order value £100 + £15 carriage

Carriage paid on orders over £165

#### **For stockists outside mainland UK all orders are Pro-Forma.**

Select goods you wish to order using the shopping cart facility and pay via Bank transfer. Upon request, we can issue a Paypal invoice, you do not need a Paypal account to use this facility. Please note we cannot take payments over the phone.

All products are subject to availability and may be withdrawn at any time and we reserve the right to change prices and products without prior notice. Price changes will not affect orders, which we have already accepted. A great deal of care has gone into the descriptions and information relating to our goods. Please note however that due to the nature of digitally printed products slight variations in colour may occur with your order.

In the event of a discontinued item being unavailable at the time of ordering, we will substitute with another product of a similar style and value.

There are a few conditions when we may refuse to accept an order:

- Where we cannot obtain authorisation for your payment.
- If there has been a pricing or product description error; where the correct price is less than the price stated on the Website the company will charge the lower amount when dispatching the goods to you. If the correct price of the goods is higher than the price stated on the Website the company will normally at its discretion either contact you for instructions before dispatching the goods or reject your order and notify you of such rejection.
- Where goods are not available.
- If you do not meet any of the criteria set out in our terms and conditions.

### **Delivery and Returns**

- We will endeavour to dispatch orders within 3 - 4 working days however at busier times of the year this may take up to 7 working days. We will advise you of any delay.
- At checkout you will be given the option of 24 hr delivery or standard delivery, which under normal circumstances will take 2 - 4 days once dispatched to UK Mainland addresses.
- For postal charges to addresses outside UK Mainland please ring or email before ordering.
- All orders are sent via insured courier & will require a signature on delivery.
- You should inspect the goods upon receipt and will be deemed to have accepted the order unless you notify us within 3 days if there is a problem.
- Please note we will only deliver to the address used at registration.