

## **Terms and Conditions**

**KL Art (Karen Loughridge Fine Art) operates in full accordance with all statutory requirements for distance selling. Subject to these, the following terms and conditions shall apply:**

### **1. General**

All orders are accepted and goods supplied to the following express terms and conditions (KL Art (Karen Loughridge Fine Art) standard conditions of sale) and save to the extent that the exclusion or restriction of liability may be prohibited by statute, all other conditions, warranties and representations, expressed or implied and statutory otherwise, except as to title, are hereby excluded. Any order placed by a Customer shall constitute an offer to contract upon these express terms and conditions and no addition thereto or variation therefrom whether contained in the Customer's order; or otherwise shall apply unless expressly agreed in writing by KL Art (Karen Loughridge Fine Art).

### **2. Orders**

All orders are subject to availability of the goods. Any prior confirmation by KL Art (Karen Loughridge Fine Art) by facsimile, telephone or email shall be deemed to be provisional only.

Cancellation or amendments of orders may be subject to a charge as stated in Clause 11b.

### **3. Manufacturer's Specification**

KL Art (Karen Loughridge Fine Art) will not be liable in any respect for any loss or damage caused by or resulting from any variation for whatever reason in the specifications and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. KL Art (Karen Loughridge Fine Art) will endeavour to advise the Customer of any such impending variation as soon as it becomes aware of them.

### **4. Value Added Tax (VAT)**

KL Art is not VAT registered - VAT has not therefore been added to the costs of goods on this site.

### **5. Delivery and shipping charges**

Delivery charges are automatically added to the cost of Goods as part of the process of submitting an order. Some paintings and materials are heavy and others contain glass or are delicate items that have to be packed carefully. Therefore, excepting such items that are marked free UK delivery, UK post & packing is charged at a minimum of £3.50 per order, which includes full insurance and tracked delivery. For

International orders, an additional charge will be made depending on country and weight of order but agreement for this will be confirmed as part of the process of submitting the order before shipping and before charging the credit card. We reserve the right to change shipping costs and to discuss this charge before accepting any order.

Items are despatched via the most cost effective method, the customer shall therefore be liable for any additional costs arising from such extraordinary delivery arrangements that may be requested on their order.

## **6. Passing of Risk and Property**

Risk in the Goods passes to the Customer on delivery.

Property in the Goods shall remain in KL Art (Karen Loughridge Fine Art) until such time as the customer makes full payment.

## **7. Defects and Use**

As expressly stated within KL Art (Karen Loughridge Fine Art)'s standard conditions of sale and to the extent that the exclusion or restriction of liability may be prohibited by statute, KL Art (Karen Loughridge Fine Art) shall not be liable for any loss of whatsoever to whomsoever or whatsoever nature caused arising out of the use of Goods. The Customer shall indemnify KL Art (Karen Loughridge Fine Art) against all claims made against KL Art (Karen Loughridge Fine Art) by any third party in respect thereof, unless otherwise agreed. a) Where the Goods are rejected by the Customer for whatsoever reason, KL Art (Karen Loughridge Fine Art) will only accept the return of such goods provided that it receives written notice within 21 days and that the Goods are returned within 21 days of receipt of the Goods with the original packing and must be returned in the same condition that it was despatched to the Customer. Any damage or loss to either Goods or packaging will affect the amount of refund made. b) Where the Goods are found to have defects or faulty workmanship in the Goods the Customer shall not be entitled to receive any compensation, credit or refund in excess of that received by KL Art (Karen Loughridge Fine Art) under any guarantee or warranty given to it by the Manufacturer or supplier.

## **8. Return of Goods and Refund Policy**

If goods prove to be faulty once they are received, a replacement will be offered or a full refund if a satisfactory replacement is not available. If goods are returned because they are no longer required by the customer a refund of the money paid by the customer will be given providing the goods are returned in their original condition and in original packaging. A small handling fee will be deducted in these circumstances to cover the cost of postage and payment processing.

## **9. Payment**

a) Payment shall be in advance. b) KL Art (Karen Loughridge Fine Art) reserves the right to suspend deliveries where payment is not received in accordance with sub-clause (a).

## **10. Despatch**

Any times quoted for despatch are to be treated as estimated only and without prejudice, although every endeavour will be made by KL Art (Karen Loughridge Fine Art) to adhere to them. Quotations or offers of goods ex stock are subject to the Goods being unsold at the time of receipt of the Customer's written order (mail, fax or email). All despatch dates are calculated from the date of acceptance of KL Art (Karen Loughridge Fine Art)'s written order.

## **11. Customer's Default and Cancellation and Re-scheduling of Deliveries.**

a) If the circumstances or status of the Customer changes, for whatever reason KL Art (Karen Loughridge Fine Art) reserves the right without prejudice, to cancel or suspend trading with the Customer including orders in progress.

b) Requests by a Customer for cancellation or amendment of an order or for the re-scheduling of deliveries will only be considered by KL Art (Karen Loughridge Fine Art) if made in writing (mail, fax or email) and shall be subject to the written acceptance of KL Art (Karen Loughridge Fine Art) or if cancelled or re-scheduled at the request of the Customer, then the Customer will indemnify KL Art (Karen Loughridge Fine Art) against all loss costs (including the cost of labour, materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation, amendment or rescheduling thereof to be calculated at a maximum of 5% of the value of the order.

## **12. Force Majeure**

KL Art (Karen Loughridge Fine Art) shall not be liable for the cancellation of any order or unfulfilled part thereof or for the effecting partial delivery if performance by KL Art (Karen Loughridge Fine Art) is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of KL Art (Karen Loughridge Fine Art) whether such cause existed or was foreseeable at the date of acceptance of the Customer's order by KL Art (Karen Loughridge Fine Art) or not and without prejudice to the generality of the foregoing, any cause shall be deemed to prevent, hinder or delay KL Art (Karen Loughridge Fine Art) if KL Art (Karen Loughridge Fine Art) is thereby prevented, hindered or delayed from fulfilling other commitments whether to the Customer or to third parties.

### **13. Non-Standard Products**

Unless otherwise stated the Goods are supplied in accordance with the Manufacturer's standard specification. In no circumstances will it consider cancellation of such non-standard products or the return of the goods.

### **14. Exclusion of Liability**

- a) Except where provided for otherwise in these Conditions, KL Art (Karen Loughridge Fine Art) shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or willful default by KL Art (Karen Loughridge Fine Art) or its servants or conditions or other terms, whether expressly excluded providing that nothing in this paragraph shall exclude or restrict any liability of KL Art (Karen Loughridge Fine Art) or its servants or agents.
- b) In any event, KL Art (Karen Loughridge Fine Art)'s liability shall be limited to direct loss and shall not include indirect or consequential loss.

### **15. Waiver**

The waiver by KL Art (Karen Loughridge Fine Art) or any breach of any term hereunder shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

### **16. Indemnity**

In no event shall KL Art (Karen Loughridge Fine Art) be liable for indirect or consequential expenses incurred or damages. KL Art (Karen Loughridge Fine Art) disclaims all liability to the Customer for any losses as a result of negligence or other tortious act by KL Art (Karen Loughridge Fine Art), its employees or agents.

### **17. Forms**

It is hereby acknowledged by the Customer that the only terms and conditions of trade that apply to the supply of goods by KL Art (Karen Loughridge Fine Art) to the Customer are those contained herein and no other.

### **18. Jurisdiction**

The agreement shall be governed by and construed in accordance with the law in England and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.