

# Terms and Conditions

This is the small print of the contract that you enter into with Blue Cedar (Glastonbury) Ltd [Blue Cedar]. when you buy through our website.

**NOTHING STATED OR IMPLIED IN THESE DETAILS WILL AFFECT YOUR STATUTORY RIGHTS**

## Customer Service and Support

Customer service and Support is available on 01458 832292 or by e-mail, [gallery@bluecedart.co.uk](mailto:gallery@bluecedart.co.uk)

Service and Support are available Monday to Saturday 9.30am - 5.30pm (GMT)

## General

An order for goods placed by you, the buyer, through our website shall be subject to these terms and conditions.

Nothing stated or implied in these terms and conditions shall affect the statutory rights of any customer.

## Your Warranty to us

You, the buyer, warrant that all the details provided on the order form for the purpose of purchasing the goods are correct, that the credit or debit card you are using is your own and that there are sufficient funds and/or sufficient unused limit available to cover the cost of the goods.

## Our Warranty to you

The details you supply will be stored on computer and used by Blue Cedar. to service your purchase. We may also use your contact details to provide details of future events; company newsletters and other information relating to the sale of our art products. You can choose whether you want to receive further information by clearing a tick box on the registration form. You can return to the site and change the state of this box at any time. We will also honour any requests to remove your details from our database.

Your security and privacy are our priority; it is not our policy to disclose your E-mail address or details to any third parties.

## Orders

All orders for goods shall be deemed to be an offer by you to purchase goods in accordance with these terms and conditions.

You, the buyer, are responsible for ensuring the accuracy of the details provided on the order form and we will not be obliged to accept an order unless all requested details requested on the order form have been correctly entered.

Upon receipt of an order we will advise you by e-mail of the availability of the items ordered and the cost of shipping. You may cancel your order prior to despatch without any penalty should these costs be unacceptable or for any other reason.

No order submitted by you shall be deemed to be accepted by us unless and until we confirm acceptance of your order by E-mail or telephone.

We are entitled to refuse any order placed by you and will not be required to provide an explanation.

All Orders placed on the internet will automatically receive a confirmation e-mail of the transaction. However, if we are unable to fulfil the order due to items being out of stock we will notify you by e-mail or telephone within 48 hours and the transaction may be cancelled or we will agree alternative arrangements with you.

## **Pricing / Payment**

All goods offered for sale through our website are priced in Pounds Sterling (£). Prices quoted do not include VAT.

VAT at the current rate will be added to all orders for delivery within the EEC (European Economic Community). VAT is not charged to or payable on orders taken from and delivered outside the EEC.

We are registered for UK VAT. Our Registration number is GB 998 0571 65

We accept payment by Cash, Cheque (drawn on a major UK bank) in Pounds Sterling (£) and we accept the following credit/debit cards: VISA, VISA Electron, MasterCard, JCB,Switch and Solo. If you prefer, you may also supply us with your credit card information by telephone to +44 1458 832292or by fax. to +44 709 228 5183.

Prices do not include postage and packing which will be charged as an additional cost on all orders that are applicable.

Carriage charges for framed items and sculpture will be added to your invoice at the rates prevailing at the time the order is place. These rates are based on a general figure for the area of the world from which the order is place. These are the maximum charges that you will pay and where a better rate is available for a specific city or area, the difference will be refunded to your credit card.

If an order is received by us from an area not normally served by our Carriers, we will contact you before accepting your order for specific arrangements to be made.

Due to fluctuating market values, especially on Limited Edition and Original items, all prices are subject to change and availability but will not be changed once your order is accepted.

Customs and import duties are not included. The customer is responsible for payment.

Title to the goods will pass to you, the buyer, on payment in full of the price of the goods.

## **Despatch and Delivery**

All orders for stock items will normally be despatched within 5 working days. If the item is ex-stock then we shall advise you that this is the case and we would expect you to have received the item within 10 working days.

If any delay occurs you will be notified immediately.

Please advise us if you do not receive your stock item(s) within 10days of placing your order so that we can trace the parcel. Email us at [gallery@bluecedart.co.uk](mailto:gallery@bluecedart.co.uk) quoting your order number.

Please note that all delivery charges are shown on your order form.

The goods will be delivered to you, the buyer, at the address provided by you on the order form.

Items sent by courier are usually collected within two working days and delivered in the UK within another two working days. When shipping overseas, we will advise of an expected delivery date.

All shipping/delivery charges are shown on your order form prior to your committing to your purchase.

The risk in the goods shall pass to you upon delivery taking place.

Any dates quoted for delivery of the goods are approximate only and we shall not be liable for any delay in delivery of the goods however caused or for any consequential loss.

## Returns

All items are carefully checked before despatch. Occasionally items may arrive damaged, defective and we will make every effort to rectify this situation.

We will do our best to ensure that you are fully satisfied with your purchase.

If the goods are damaged in-transit, please sign the carriers delivery note 'Damaged' and notify us within 3 days of the date on which the consignment was signed for. Keep all the packaging material as the Carrier may wish to inspect this. We will arrange to have the item returned at our expense. You will be given the option to have the product replaced at no charge to you or to have a full refund. This does not affect your statutory rights.

Goods that are not acceptable for any other reason may be returned at your expense within 10 days for a refund or replacement, but in all cases you must contact us first for authorisation. An authorisation reference will be given. Goods returned which are not defective or faulty will be subject to a 20% re-stocking charge. This does not affect your statutory rights.

## Law and Jurisdiction

The contract shall be deemed to be made in England. All Contracts made between Blue Cedar and the Customer shall be governed by the laws of England and any dispute arising therein shall be subject to the sole jurisdiction of the English courts.

## Our Website

We will attempt to ensure that the information available on the website at any time is accurate. However, we will not be held liable for any errors or omissions. We will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.

Whilst we attempt to be as accurate as possible with the specifications of the artwork offered for sale, we cannot be held responsible for any inaccuracies.

## Copyright

Copyright for the images shown on our website remains with the Artist, Publisher or Owner of the Original picture and further distribution of the images in whatever format may be the subject of Legal proceedings.

## Queries and Complaints

Blue Cedar endeavour to handle all enquiries and fulfil all orders speedily, effectively and without incident, it is not possible to guarantee there will never be a problem. Should you have any complaints about our products or services, we would request that these be put in writing and sent either via e-mail via our to [gallery@bluecedart.co.uk](mailto:gallery@bluecedart.co.uk) or by post to the following address:

Blue Cedar (Glastonbury) Ltd  
44a High Street  
GLASTONBURY  
BA6 9DX

Any complaint received will be acknowledged within five working days and you will be informed of a projected time scale for dealing with that complaint, together with the steps we intend to take in dealing with it.