

Business Terms & Conditions

Harry Fricker Studio & harryfricker.uk are subsidiaries of Diorama Days Limited.
Registered in England & Wales, Company No. 11303365
Business address Manor Office, 10 Turf Street, Bodmin, Cornwall, PL31 2DH.
Phone 07412848348
Email address studio@harryfricker.uk

Shopping online in the UK is protected by the Consumer Contracts Regulations and the Consumer Rights Act.

We abide by consumer legislation and provide a safe trading environment for our customers.

Shipping

We have an excellent record of safe and timely deliveries for domestic and international orders. We are fast, efficient and have an excellent rapport and communication record. We value our customers.

Shipping is with Royal Mail, UPS, DHL or Fedex
You can rest assured that your item is in safe hands.

Our dispatch service includes the following:
Secure packaging for transport
Dispatch date, estimated delivery date & tracking reference notification
Online tracking at every stage
Full cover for loss or damage
Signature upon delivery
Free worldwide returns

UK delivery

Standard UK Delivery: FREE

Standard delivery times are Monday - Saturday 8am - 6pm
A timed delivery slot on a day of your choosing can be arranged. Please contact us for a quote.

Overseas delivery

Prices vary, please send city and postal code for a quote.

Customs

The artwork may be subject to import charges. We advise buyers to check Customs import regulations before committing to buy. Liability for import taxes remains with the buyer.

14-day free worldwide returns

We offer free worldwide returns. In the unlikely event that you are not 100% satisfied with your artwork, please contact us within 14 days of delivery and we will arrange to collect the artwork, on a day that suits you (Monday - Friday).
Sales outside the UK are limited to £100 shipping costs, anything over this will have to be paid by the customer.

Process for Returns

We accept returns within 14 consecutive days of receiving delivery of the item.
Please contact us to initiate the return process, stating the reason/s for return.
Advise of a suitable day to collect the artwork.
We will send you the appropriate labels to print and attach to the parcel.
Package the artwork securely using the same container.
Items must be returned undamaged.
If the item is returned damaged, we will contact you.
Once we receive the item in the same condition it was dispatched, we will issue the refund without quibble.
Please note that we do not refund the original cost of shipping to the buyer's address.

Damage in transit

All artwork sent is fully insured against damage and loss in transit. Should you receive your artwork damaged, please notify us within 24 hours of delivery and send photos of the damages to: studio@harryfricker.uk

Please advise if you would like:

- A full refund
- A replacement
- A credit note

Governing Law

This Agreement shall be governed by and construed in accordance with the law of England.

1 DEFINITIONS

The Website User Terms and Conditions form part of these Buyer Terms and Conditions. For your ease we have included the definitions within these Buyer Terms and Conditions.

- (1) Harry Fricker Studio provides a service as an Online Exhibition space and a Market place, for Buyers to use the website, as well as facilitating orders and purchases
- (2) "Artwork" means the piece of art/artwork/print/ photograph/ file/ products which a Buyer agrees to buy using the Website, including Commissions and Made to Order.
- (3) "Buyer" means the person and/or organisation who uses the Website and may buy Artwork.
- (4) "Commissions" is Artwork supplied according to the Buyer's requirements so the Buyer may choose, for example, a subject matter or colour variations, for example, a painting from a photograph. However, the Buyer must bear in mind that Artwork is a personal choice and must be clear if the Buyer has any specific requirements. Unless otherwise agreed, commissions require a non-refundable 50% deposit to be paid in advance with the balance payable once the Buyer has approved the images.
- (5) "Consumer" shall have the meaning of the Consumer Rights Act 2015 and means "an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession."
- (6) "Intellectual Property Rights" means any patent, trademark, service mark, registered design, copyright, design right, any contact or database rights, know-how, confidential information or process, any application for any of the above and any other intellectual property rights recognised in any part of the world, whether or not presently existing or applied for, which are held by the owning party.
- (7) "Made to Order" is Artwork which is painted/made for the Buyer based on an original piece of artwork which the Buyer likes. They will be similar to the original but, because of their very nature, will have variations in the design and colour, and no two paintings will be exactly the same in appearance. Made to Order Artwork will not be an exact replica of the original.
- (8) "Mainland UK" includes many final delivery addresses in England, Wales, N Ireland and mainland Scotland but does exclude some postcodes. Please contact us and confirm those excluded postcodes prior to ordering.
- (9) "Order confirmation" means the email confirming the Buyer's order and will confirm such details as what the Artist has agreed to supply, the price and expected delivery/supply date.
- (10) "Standard Delivery" means a method of delivery within Mainland UK, using a carrier approved by us, which is insured to at least to the value of the sale price for the Artwork being sent and for which the carrier obtains a signature upon delivery to show receipt.

(11) "Terms and Conditions" means these Terms and Conditions which also incorporate all policies and other Terms and Conditions displayed on our Website and will also include any special terms and conditions agreed in writing by us.

(12) "Upload onto the Website" means any submission or post, including any information regarding any Artwork for sale, in any format, including any post, content or anything whatsoever which a user uploads or provides to us for upload and subsequently appears and can be viewed on the Website. This includes taking part in any available feedback, review, discussion, forum etc.

(13) "User" or "you" means anyone using and/or visiting the Website for any purpose including, but not limited to Buyers.

(14) "We", "Us", means the organisation who supplies and owns this Website, Harry Fricker Studio is a subsidiary of Diorama Days Limited, is registered in England & Wales, Company No. 11303365

whose registered office is Manor Office, 10 Turf Street, Bodmin, Cornwall, PL31 2DH. Phone 07412848348, email address studio@harryfricker.uk

(15) "Website" means the website and all content at harryfricker.uk

(16) "Working Days" means any day Monday to Friday from 9am to 5pm, excluding all public and bank holidays in England and Wales.

2 CONDITIONS

(1) These Terms and Conditions (which also include our Website User Terms and Conditions, and our Privacy Policy) apply the use of the Website and purchase of Artwork and prevail over any other agreement, documentation or communication whatsoever between us and can only be varied if agreed between us in writing. Any special conditions which apply will be set out in the Order Confirmation.

(2) Nothing in these Terms and Conditions is intended to affect any Buyer's statutory rights as a Consumer.

(3) From time to time we may change these Terms and Conditions and it is your responsibility to check the Terms and Conditions which apply as at the time of your order. We also advise you print these terms as soon as you have placed your order.

(4) Any queries must be in writing to the address stated in Clause 1(15).

3 THE ARTWORK

(1) Responsibility for Sales and Artwork - We are an Online Marketplace, a venue which enables you to buy unique artwork, using the Website, which is owned and operated by us, Harry Fricker Studio. As an Online Marketplace, Buyers who purchase unique artwork using our Website services. These Terms and Conditions incorporate all of the policies on the Website.

(2)(a) Details of the Artwork for sale are displayed on the Website. If you require any other information or you have any queries you can contact us directly using the contact form available on the Website or email us before placing your order.

(b) Any quotes will be valid for a period of 14 days. Any specification, descriptions or Artwork details in any format or any form of advertising material are shown by us to provide some indication of the Artwork and are not part of any agreement unless specifically stated within the

Order Confirmation.

(3)(a)(i) You can place an order by following the Website guidance. We reserve the right not to accept orders for any reason.

(ii) Once your order has been accepted you will be provided with an Order Confirmation email

(b) Details of the Artwork which we will be supplied to you are contained within the Order Confirmation. Only the Artwork as detailed in the Order Confirmation is included. Since you are buying directly from the Artist, we will provide you with your invoice.

(4) In the unlikely case we are unable to supply any Artwork then we will, at our sole discretion, either

(a) Offer an alternative OR

(b) Cancel the order, and you will be provided with a full refund within 14 days of the cancellation date.

(5)(a) Commissions – the Artist will agree a price for a commission, based on your requirements. 50% of the agreed price is payable once an order is placed by you. You will then be sent images for approval. Once you approve an image then you are not able to cancel a Commission.

(b) Made to Order – once Artwork has been completed then you will then be sent images for approval. By law you have no right to cancel these orders.

(c) You can approve images by contacting the us directly using the contact form available on the Website.

(6) Except as expressly stated in these Terms and Conditions or those statutory warranties which apply to consumers, all warranties, whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Artwork.

4 PRICE AND PAYMENT

(1) (a) You are buying from the Artist who will always supply you directly with your invoice.

(b) Other than International Sales and Commissions and Made to Order, the price of the Artwork, which includes any applicable VAT or taxes, is as displayed in GBP on the Website at the time of purchase.

(c) However, if yours in an International Sale, you may be responsible for additional charges. Dependant on the International Sale, this could include customs duties and rates of VAT which are different to those in England and Wales. We advise that you clarify this before placing your order by contacting us directly using the contact form available on the Website or emailing us to studio@harryfricker.uk

(c) Please refer to clause 3(5) for Commissions and Made to Order. The price that you will pay will be confirmed in the Order Confirmation and the Artist will supply you with your invoice.

(d) Additional Artwork or services will be subject to additional charges.

(e) Unless otherwise specified in writing, you must pay in advance before Artwork is despatched.

(2)(a) The Price includes standard delivery within Mainland UK. The Artist will provide carrier details in your despatch email.

(b) An additional charge will be made for anything other than standard delivery and for delivery outside Mainland UK and International Sales (see clause 6 following), according to the address, size and weight of the Artwork. This will usually be displayed on the Artwork page or, where it is not displayed you can contact the Artist directly using the contact form available on the Website or email us at studio@harryfricker.uk for these charges once you have decided which Artwork you would like to purchase.

(3) Payment is made to us in accordance with the order process on the Website which outlines the current methods of payment which the Website accepts. Use of any payment card or method means that you are confirming that all the information contained within the order is true and accurate and that you are authorised to use the payment method. Occasionally, users may be asked to provide additional information, such as clarification of personal details (for example your address), particularly to enable us to complete an order – see clause 3(1) of the Website Users Terms.

(4) We may be able to agree to reserve Artwork for you, if, for example, you are moving home. If we do agree then it is on the following basis

(a) You must pay a non-refundable 10% deposit to reserve the Artwork

(b) The balance payment (90%) is due within 30 days of the date your deposit is paid

(c) If you do not pay the balance payment when it is due (see clause 4(4)(b) above) then the Artwork will no longer be reserved for you, may be offered for sale to someone else and your deposit will not be refunded.

(5) Once you have placed an order you are responsible for payment and, if you do not pay or there are any problems with your chosen method of payment, you remain responsible for payment. If payment is not received when it is due then we reserve the right to charge up to 15% interest for each month (or part thereof) that payment, or any part of it, remains unpaid until full cleared payment is received and are also entitled to recover all reasonable expenses incurred in obtaining payment from you, where any payment or part payment due to us is late.