

Terms and Conditions of Sale

This page sets out the terms and conditions which govern Your purchase of and our supply of goods to You through the website located at <http://www.peterbarkerfineart.co.uk> ("the Website"). Before you use the website you must read and accept all the terms and conditions. If you do not accept the Terms and Conditions stated here, do not use the Website.

DEFINITIONS

The term 'Peter Barker Fine Art' or 'us' or 'we' refers to the owner of the website and the supplier of the goods. The terms "You", "Your", "Yourself" and "Yours", when used in these Terms, includes any user of the Website, whether such user is a consumer or a business.

By placing your order with Peter Barker Fine Art You are agreeing to the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not purchase goods from the site.

PLACING AN ORDER

Consumers

No contract exists between You and Us for the sale of any goods until We have received and accepted Your order and sent You written confirmation confirming Your order to the address or email address You have given. Once We have confirmed Your order, there is a binding legal contract between us (the "Contract"). Any goods on the same order which We have not confirmed do not form part of that Contract.

In using this Website and by placing an order, You warrant that You are legally capable of entering into binding contracts and You are at least 18 years old.

Description and Price of Goods

The description and condition of the items are listed in the product description on the website. We try to make sure that all product descriptions are as accurate as possible. On the rare occasion that there is an error, We will advise You about it as soon as reasonably possible.

Please view all the photos available for each item before purchase. If you require a more detailed report or further photos of any item or if you have any enquiries please contact us.

Prices

The price of the goods You order will be as shown on this Website at the time You submit Your order. The goods are subject to availability. If on receipt of Your order the goods You have ordered are not available in stock, You are free to cancel Your order if You wish to do so. If You cancel Your order We will refund or credit You for any sum that has been paid by You or debited from Your credit card or other account for those goods.

Every effort is made to ensure that prices shown on this Website are accurate at the time You place Your order. If an error is found, We will inform You within a reasonable amount of time and offer You the option of reconfirming Your order at the correct price or cancelling Your order.

The price of the goods does not include the cost of delivery. Shipping costs to be advised in all instances. Prices and delivery charges include VAT where applicable.

Payment

Peter Barker Fine Art must receive payment in full before items are dispatched. For overseas buyers payment must be made out in pounds sterling and we cannot accept foreign cheques.

Posting and Shipping

All items within the UK will be sent using Royal Mail or approved couriers. The cost of delivering your order will depend on its weight and size. Your goods will be shipped out to you within one working day of receipt of cleared payment, or as soon as possible thereafter, but we cannot guarantee the date of delivery for overseas customers.

International Shipping

We offer delivery to many international destinations through Royal Mail Parcelforce worldwide services and other approved couriers using a fully tracked service.

Our shipping prices are weight based and reflect the packed weight of the total item ordered.

When ordering goods for delivery overseas You may be subject to import duties and taxes, which are charged once the parcel reaches its destination country. These charges must be paid by you .We have no control over these charges and cannot estimate what the cost will be as customs policies and import duties vary widely between countries. We suggest that you contact your local customs office for current charges before you order to avoid any unexpected charges.

We cannot accept responsibility for delays in delivery times that are caused by external influences such as national and international public holidays, postal strikes or adverse weather conditions.

Shipping rates quoted are per delivery address.

DELIVERY

The goods You order will be delivered to the address You gave when You placed Your order, subject to payment of the relevant postage/shipping charge. If We do not deliver to a particular destination You will be notified by Us before You submit Your order or as soon as possible thereafter.

Peter Barker Fine Art aim to dispatch all deliveries within one Working Day (Monday - Friday but excluding Bank or public holidays in England, Scotland and Wales) or as soon as possible thereafter subject to the goods being in stock. You may need to sign for the goods at the point of delivery.

If there is no answer at the address when your parcel arrives, you will be left a calling card with instructions on how to collect your order or to rearrange your delivery (for international delivery your local post supplier). Please make sure you collect your parcel within 7 days or it will be sent back to us. In this event, any costs that may be incurred, i.e. handling/ storage/redelivery will be at your cost.

Peter Barker Fine Art will not be liable for any loss or damage suffered by You through any reasonable or unavoidable delay in delivery. We will inform You of any delay as soon as possible.

RETURNS

Returns Policy

If on the rare occasion an item needs to be returned, Peter Barker Fine Art must be contacted within three days from receipt of goods, and the returned merchandise must be received by us within seven days from the date of informing us. We will provide you with return instructions. All returns must be authorised by Peter Barker Fine Art prior to return. It is the customer's responsibility to ensure that the returned goods are safely packed using appropriate materials. We suggest that you return goods in the original packing materials.

Upon receipt and inspection of the returned goods, we will issue a refund if the goods are returned in the same condition as purchased (excluding any shipping/insurance costs).

International customs duties and sales taxes are also non-refundable for shipments outside the European Community (EU).

Damaged Goods

You are responsible for checking the goods once delivered. If in the unlikely event you receive damaged goods You must notify us of any damage within 7 days of delivery. Please contact enquiries@peterbarkerfineart.co.uk. Failure to do this will result in any claim(s) being dismissed and the company will hold no liability for loss or damage during delivery.

If in the unlikely event you receive damaged goods we will replace or substitute any damaged part where possible, at our expense. If we are unable to replace a damaged part you will need to return the whole of the original purchase for a full refund. On receipt of the returned item(s) and inspection of the goods to confirm the damage we will refund you the cost of the goods and postage.

Cancellations

Under the Consumer Contracts Regulations Your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods. You are entitled to a full refund for the cost of goods and postage within 14 days of either Us getting the goods back, or You providing evidence of having returned the goods (for example, a proof of postage receipt from the post office), whichever is the sooner.

You will be responsible for returning the goods to Us at Your own cost .Please obtain proof of posting in case anything goes astray or gets damaged in transit.

It is Your duty to take reasonable care of the goods once in Your possession. We ask You to return goods in the original packaging.