

## **A Trading Terms and Conditions for ordering fine art prints shown in the website gallery**

**1 Place your order for giclee fine art prints first selecting the image(s) you require, giving the paper size you have chosen and your full postal address by completing the order form below. Print this completed form off and send it to the address given together with your cheque or postal order for the images required, plus postage and packaging.**

**2 Because our prints and services are carried out to your specific requirements, cleared payment is required prior to commencing your order.**

**3 We have a very reliable printer and paper supplier, however we advise customers to allow 28 days from sending us your order, to avoid disappointment, particularly if the pictures are for a birthday or Christmas gift.**

**4 We send your finished pictures by special delivery, so they do not get damaged in the post. By using special delivery Royal Mail services your pictures are not put in the normal parcel post and they are insured should they be damaged in transit. If your images arrive damaged please contact us without delay so we can begin the process of claiming damages and also re-printing your order.**

**5 We are unable to accept credit or debit payments via the website currently, though we hope to introduce such payment methods in due course.**

**6 In some cases the pictures are offered as Limited Editions, which means only a limited supply can be sold. When these have all been sold we regret we cannot supply copies of such pictures, as that can affect the resale value of the limited editions prints.**

### **Cancelled Orders**

If you wish to cancel an order made from our website, please contact us by telephone on 07775 994399 as soon as possible, however unfortunately we cannot cancel customised service orders once printing work has started.

### **Order Completion**

We aim to provide completed orders in a timely manner. This time can vary depending on current workload, size and complexity of the order and any special requests. We will keep you informed by email of estimated completion dates. Please contact us at any time for an update to your order status.

By agreeing to these terms and conditions above, you agree to indemnify us and our staff and company against any action, claim, damages, liability, costs and expenses arising out of any claim with regard to infringement of a third parties copyright, intellectual property rights, or trade mark, due to the reproduction or processing of any image by us on behalf of you the customer.

## **B Trading Terms and Conditions for commissioning an original painting**

- **Supply your own photograph(s) of the image or scene you wish Richard to use as the basis of an original painting. Please note the photograph you supply for him to use must not be re-produced from the published work of another photographer or artist as this would be a breach of the copyright laws. Nor should any image from books or magazines be supplied.**
- **Alternatively Richard can visit the location (if it is a reasonable distance from our base), to do sketches and take photographs, however there will be an extra charge for this service.**
- **Richard reserves the right to decline a commission if he considers the subject matter to be outside his range of work.**
- **Paintings can be in either oils on heavy card or stretched canvas, or in watercolours on watercolour paper. Richard will advise on the most suitable medium once he has seen your photograph or visited the site you want him to paint.**
- **A commissioning contract will be sent to you for signing. Please complete the details required and return one copy to us at the address given, retaining one copy for your records.**
- **Once commissioned, a preliminary sketch may be prepared and emailed to you for approval, before the final painting is produced.**
- **We regret we are unable to supply a framing service as personal tastes vary as do costs.**
- **Please allow three months for the completion of a finished original painting as Richard is heavily booked up in advance with his commercial work as a perspective illustrator for corporate clients.**
- **We send your finished pictures by special delivery, so they do not get damaged in the post. By using special delivery Royal Mail services your pictures are not put in the normal parcel post and they are insured should they be damaged in transit. If your images arrive damaged please contact us without delay so we can begin the process of claiming damages.**
- **We are unable to accept credit or debit payments via the website currently, though we hope to introduce such payment methods in due course.**

### **Payment terms are:**

1. **Part payment on signing a contract commissioning the painting of 60% of the price of the painting as agreed in the contract. This covers the costs of visiting the site and preliminary drawings, as described above and delivery costs.**
2. **The painting will be scanned and emailed to you, together with an invoice.**
3. **When the balance is paid we package the painting and it is delivered to you.**

**Cancelled Orders**

If you wish to cancel an order for a commissioned painting, please contact us by telephone on 07775 993499 as soon as possible, however unfortunately we cannot cancel an order once work on the commission has started.

By agreeing to these terms and conditions in B above, you agree to indemnify us and our staff and company against any action, claim, damages, liability, costs and expenses arising out of any claim with regard to infringement of a third parties copyright, intellectual property rights, or trade mark, due to the reproduction of any image by Richard Brooks on behalf of you the customer.

**Name**

**Address**

**Mailing address if different from above**

**Daytime telephone number**

**Name of fine art print required (as listed in the gallery)**

**Size of print required (as listed in the gallery)**

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