

# Terms & Conditions.

## Acceptance of terms

These terms and conditions govern all supply of goods and services ("products") by Tim Jones Art, ("Tim Jones Artist", "we", "us") to you, the purchaser of goods and services from us, including your use of the website at [www.timjonesart.com](http://www.timjonesart.com) ("the website"). They are effective from 22 June 2018.

We reserve the right to change these terms of trade by notice to you. Notice may be given by posting the revised terms and conditions on our website.

To make a purchase from our online shop you must be 18 years of age or over.

Purchases from our online shop may only be made by persons who are acquiring goods or services for their own use or consumption, and you must not acquire goods from us via the website for resupply (whether in trade or otherwise).

If you are purchasing on behalf of another entity such as a company you warrant, you have the authorisation to agree to these terms and conditions on behalf of the entity.

## Availability and supply

All orders are subject to the availability of those products or services. If for any reason a Product is not available, we will endeavour to notify the non-availability on our online shop.

## Delivery and delivery charges

Prices for goods and services stated on our website are exclusive of any applicable delivery charges.

The cost of delivery is as stated on our website and a total delivery cost will be provided in the order summary we in your online shopping basket.

We will use all reasonable endeavours to ensure that orders for tangible goods will be dispatched promptly after an order has been placed.

## Pricing

All prices are in New Zealand Dollars and within New Zealand are inclusive of any Goods and Services Tax ("GST") unless stated to be otherwise but are exclusive of delivery charges. GST is not charged on orders outside of New Zealand. All prices are correct when published. We reserve the right to alter prices at any time.

An invoice will be emailed to you at the email address you supply when you

place your order. You are responsible for ensuring that your contact details are correct.

### Payment options

We accept the following payment options:

- Visa
- MasterCard
- American Express

### Credit Card Security

All payments are processed via Stripe's secure payments system to ensure high levels of payment security and are subject to Stripe's terms and conditions.

Click here for Stripe's terms.

<https://stripe.com/nz/checkout/legal>

### Shipping and delivery

Refer to individual prints for shipping information.

### Returns

We do not have to provide a refund if you have changed your mind about a particular purchase, so please choose your artwork carefully. If the goods are faulty, we will meet our obligations under the Consumer Guarantees Act in New Zealand to provide a remedy.

### Liability Limitation

Where you acquire or hold yourself out as acquiring goods or services from us for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply. The conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or otherwise implied by statute or common law will not apply and are excluded from these terms of trade.

We will always endeavour to have complete and accurate information on our website but to the greatest extent permissible by law we assume no responsibility for the completeness and current accuracy of the information provided on our website.

To the greatest extent permissible by law, we exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of every officer, employee, contractor, agent of us and anyone else we use to perform our duties or provide services under any agreement you have with us. None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us. This exclusion applies whatever you are claiming for and in whatever way liability

might arise. This exclusion does not limit any inalienable rights you may have under the Consumer Guarantees Act 1993.

Our maximum liability to you (if any) shall be limited to the value of any faulty products or services supplied by us and we, our employees, contractors and agents, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises.

#### Applicable law and jurisdiction

Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any goods or services are provided to you by us and irrespective of the location where you reside.

Use of our website, supply of products or services by us to you and any other matter arising from these Terms and Conditions are subject to the laws of New Zealand. The Courts of New Zealand shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with these terms of trade, or with the use of website or supply of any services.

Where you or any other person who you act for, or who you permit to act for you supplies incorrect information for the purchase of a product or service and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you (including legal costs on a solicitor-client basis).

You agree to use our website, products and services in accordance with the applicable laws of the country or countries where your business or organisation is based.

#### General Conditions

We reserve the right to change these terms and conditions from time to time by notice, which may be in the form of a notice posted on our website at [www.timjonesart.com](http://www.timjonesart.com)

If we fail to enforce any terms or to exercise our rights under these terms and conditions at any time, we have not waived those rights.

If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms and conditions.

Unless any provision in this agreement expressly provides otherwise, these terms and conditions are not intended to confer a benefit on any person or class of person who is not a party to it.

We may deliver notices to you by sending them to an email address that you have notified to us.



