

# TERMS & CONDITIONS

Welcome to the Michael Hoppen Gallery website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which govern the Michael Hoppen Gallery's relationship with you whilst using this website.

The operator of the website is the Michael Hoppen Gallery whose registered office is at 9a Burroughs Gardens, London, NW4 4AU.

The company is registered in England under number: 03790682

VAT number: 394 590 512.

The terms the 'Michael Hoppen Gallery' or 'us' or 'we' refers to the Michael Hoppen Gallery. The term 'you' refers to the user or viewer of our website.

We have set out below the terms and conditions which apply to information shown in the pages of our website ("the Website") and to the ordering of any products from the Website.

By using this site, or ordering products, you agree to and accept these terms and conditions:

## **1. Website**

a) The material in the Website is copyright of the Michael Hoppen Gallery or the Estates we represent or the artists who produces the artworks. You are welcome to view, print and download the contents of the Website for personal use, but not for any commercial purposes or re-publication.

b) The content of the pages of this website is for your general information and use only. It is subject to change without notice.

c) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

d) Your use of any information or materials on this website is entirely at your own risk, we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

e) This website contains material, which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

f) All trademarks reproduced on this website which are not the property of, or licensed to the operator, are acknowledged.

g) Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

h) From time to time this website may also include links to other websites. These links are for your convenience and provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

## **2. Contacting us:**

a) Our postal address is Michael Hoppen Gallery, 3 Jubilee Place, London, SW3 3TD.

b) You may also contact us by phone: +44 (0) 20 7352 3649 or by email: gallery@michaelhoppengallery.com or by fax: +44 (0) 20 7352 3669.

## **3. Website information**

a) We have tried to ensure the information provided in the Website is accurate. However, we make no representation and give no warranty of any kind in respect of the information.

b) We do not accept liability for any loss (direct, indirect or consequential) which may arise from reliance on information contained in the Website or in respect of any error or omission, except in relation to death or personal injury caused by our negligence.

## **4. Description of products**

a) The description and specification of products on the Website is only approximate and we reserve the right to make changes, which do not materially affect the quality or performance of those products.

b) We may correct any error appearing in the Website or withdraw any product from sale without incurring liability. Price and availability is also subject to change without notice.

c) The colours depicted in photographs or other artworks on this website may not be accurate, due to the nature of both computer operating system colour palettes and computer monitor displays.

## **5. Ordering**

a) You may order products from the Website by submitting a completed order form during check out. Every care has been taken by us in the preparation of the content of our website, in particular to ensure prices quoted are accurate at the time of posting the product on the website and that all products are fairly described. However, your order may not be accepted if there are material errors in the description of the goods you have ordered or their prices. All prices are subject to change. All products are subject to availability. We will inform you as soon as reasonably possible should the goods you have ordered be unavailable and a full refund will be offered.

b) You are able to correct errors in your order up to the point when you click 'submit'. Your statutory rights shall remain unaffected by these terms and conditions, and except in accordance with these terms and conditions all purchases are non-exchangeable, non-refundable and non-transferable.

c) We will confirm acceptance of your order by email to the address you have given and the sending of this e-mail (whether or not it is received) makes the contract between us. We reserve the right in our absolute discretion to accept or reject any offer.

## **6. Price and payment**

a) The price of the products will be the price quoted on the Website at the time we accept your order. All prices are subject to change without notice.

b) The price will include any applicable value added tax, but not the cost of delivery. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the products in full before the change in VAT takes effect.

c) In addition to the price, you will have to pay our delivery charges as quoted on the Website at the time we accept your order. The amount of these charges varies according to the country of the delivery address you specify in your order.

d) The credit and debit cards we accept are listed on the Website at the time you place your order. Refunds will generally be made by means of a credit to your electronic payment account.

## **7. Import duties, etc**

7.1 If you order products from our site for delivery outside the UK, they may be subject to import duties and taxes, which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

7.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **8. Delivery**

a) We will arrange for First Class, signed for delivery of the products you order to the address, which you specify during check-out. We will endeavour to deliver the products by the delivery date or times stated on the Website or communicated to you by email. However, the time for delivery will not be essential to the contract between us.

b) If you do not collect the products, take delivery of the products or supply adequate delivery instructions, we may (but are not obliged to) place the products in storage until delivery can take place and you will be responsible for any additional storage, insurance and delivery charges we incur. We also reserve the right at any time to cancel your order and retain the products. In this event, we will refund you the price of the products, but you will still be liable to pay any storage, insurance and delivery charges we incur.

c) Any claim for incorrect deliveries, shortages or damaged products must be notified to us in writing within 14 days after the delivery date. We will not be liable for any loss or damage if you fail to do this.

## **9. General**

a) The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract between us, so that no contractual rights are conferred on third parties.

b) Any contract between us shall incorporate these terms and conditions and be under English law. If there is any dispute, the English Courts will have exclusive jurisdiction.

## **10. Cancellation, returns and complaints?**

10. You have the right to cancel your order within 14 days of purchase. In order to cancel,

you must notify us in writing by email, fax, post or by delivering the notice to the address provided (see 'contacting us' section), to inform us you wish to cancel the order and, should you wish to do so, your reasons for cancellation. You will be entitled to a full refund, including delivery charges, within 30 days of your cancellation notification.

10. Should the outer packaging be damaged on receipt, please contact us. Should a return be deemed necessary, the return costs will be the responsibility of the purchaser. We strongly recommend you use recorded or special delivery for returned goods, as we are unable to refund items, which are lost in the post. All goods shall remain your responsibility until we receive them.

## **11. Governing law**

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

If any of these terms and conditions should be determined illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.