

Milky Way Gallery Terms of Sale: Version V04: 10-Sep-15

Purpose of this Policy

The Milky Way Gallery has established these Terms of Sale to make our sales process completely clear for buyers. By buying art on this website you acknowledge and accept these Terms of Sale.

Definitions

We are the Milky Way Gallery, a company operating as an agent through the medium of this website to provide services to artists wishing to sell their artworks online and to customers wishing to buy artworks online. Our postal address is: Milky Way Gallery, The Old Bakery, Blounts Court Road, Sonning Common, READING RG4 9RT.

“We/Us/Our/Ours/Ourselves/the Company” refers to the Milky Way Gallery.

“You/Your/Yours/Yourself” refers to you, a user of our services for browsing or buying artworks.

“The website/This website/This site” refers to milkywaygallery.com which is owned, operated and maintained by us.

“Service/Services” refers to displaying artworks on this website for marketing and for sale, and acting as an agent between artists and buyers of one or more artworks.

“Artwork/artworks” refers to works of art owned by artists and made available for sale by them on this website, or refers to works of art no longer available for sale but provided by artists as reference works to show a buyer previous work created by them.

“Buyer/Client/Customer/Visitor” refers to a user of or visitor to this website who has the intent to buy or buys one or more artworks that are made available for sale on this website.

Registering your Details

In order to buy a picture you first need to register your shipment details. This is straightforward; just follow the Register link at the top of each page. You must be 18 years of age or older to register. You should register your home address where any purchases will be shipped, because we will pass that to PayPal for the payment transaction. The PayPal address must match your registered address for security reasons. We will not accept shipment to a P.O. Box.

We will not send your registration details to anyone except following an artwork purchase, when we will send your name and postal address to the artist who needs them in order to ship artwork(s) to you.

Once you have logged in you can follow the My Account link at the top of every page, which provides you with various services such as the ability to configure your personal preferences and the ability to view the status of any orders you have placed.

You will be asked to provide your own preferred access password for logging in to this site, and you should not share or publish this password but keep it secret and for your own personal use, so that others cannot use the account in your name.

If you no longer wish to use this website, you have an option to delete your registration details completely. In the event that you have previously purchased one or more artworks through this site, your registration details will be hidden from view following a deletion request, but will be retained by us for accounting purposes.

Payment Details

We use PayPal to handle all our sales transactions. This is the payment engine used by eBay and is therefore in use by millions of customers. As with any PayPal transaction, you will be temporarily taken off our website and onto the secure PayPal site when you need to pay for your purchase. If you do not have a PayPal account, do not be concerned because you will be able to select an option to pay by credit or debit card without having to register with PayPal. PayPal accepts all the normal credit and debit cards and is a sensible and safe option for online transactions.

Packing and carriage costs and any taxes are included in the purchase price for the picture that you see. There are no other additions.

The price of the artwork will be that displayed when you placed your order and paid. Despite the best efforts of our artists, they may very occasionally misprice an artwork and only discover the error when the order has been placed. If that occurs we will notify you immediately the artist tells us and give you the option to cancel the order and receive an immediate full refund, or to cancel and then reorder at the revised price. Once an artwork has been shipped to you the artist cannot cancel the order even if he or she realizes it was priced incorrectly.

In the unlikely event that the artwork has already been sold through another channel and so is no longer available, we will cancel your order and issue you an immediate full refund. We make our best efforts to work with artists to ensure that this never happens.

Artwork Shipment

Your purchased artwork(s) will be shipped by courier to the registration address that you provided. The courier will require the artwork to be signed for when arriving in good condition. Anyone at the delivery address who signs for the artwork(s) should be over 18 years of age and will be presumed by us to be authorised to sign for the artwork(s).

If the artwork is received by you in a damaged condition you should notify us immediately and take photographs of the artwork and packaging so that the artist can claim costs from his or her carriage insurance. You should not sign for a damaged artwork received from a courier, so check it carefully upon receipt.

Refund Policy

We operate a 14-day refund guarantee on the price you paid, so if you decide you do not your picture for any reason you can return it up to 14 days after receipt. If you want to return a picture, go to My Account > Review My Orders and select Refund on the order item to be returned. This initiates a Refund Request and we will contact you and send you a Return Slip by email, which you

will need to be able to print out. We will not refund you until the picture is received back by the artist in perfect condition, or if the Refund Period has expired.

Artworks are delicate so you should package the picture very carefully, wherever possible using the original packaging, and send it back with the Return Slip by a suitable and safe courier. We strongly recommend you to get insurance on your return shipment equal to the price paid for the artwork in case anything goes wrong. We also advise you to have the artwork signed for receipt by the receiving artist and to use a courier who offers parcel-tracking so that you can notify us when the artwork has been returned.

Please note that we will refund your original purchase price provided that the artwork is returned in good condition, but you are required to bear any other costs including packaging, insuring and shipping it back to the artist. Validated refunds will normally be actioned through PayPal using the same method you used to pay for the artwork.

Our artists make their best efforts to ensure that their artworks are properly described. In the unlikely event that the details describing an artwork are significantly incorrect and you want a refund because of this, process a refund in the normal way described above but make a note of the error causing you to return the unwanted item. 'Significantly incorrect' details would not include spelling errors or typos, but would include fundamentals such as a large discrepancy in size, or an incorrectly stated medium or support. In this event, the artist will bear the reasonable cost of the packaging, insurance and carrier charges related to returning the artwork, and we will issue you a full refund as soon as the artwork is returned in perfect condition. The cost of the return should be agreed by us prior to shipment.

Privacy Policy

Our Privacy Policy, which establishes how your information will be used, can be found using the Privacy Policy link at the bottom of any page of our website. By using this website you accept and agree to the terms of our Privacy Policy.

Copyright

In accordance with UK copyright law, the copyright of an original artwork remains with the creating artist even though you own the artwork. If you would like further details about the relevant act of law, please refer to the **Copyright, Designs and Patents Act 1988**, which can be found by searching the internet for the title of the act or at the time of writing by visiting <http://www.legislation.gov.uk/ukpga/1988/48/contents>

Updates and Errata

These Terms of Sale may be revised from time to time with or without notice and by continuing to use this website you are bound by the current version of Terms of Sale which is published on this site.

The material displayed on this website may contain errors. While we will make every endeavour to ensure that the material is correct, and we will correct any errors as soon as possible, we do not warrant that any of the materials are accurate or complete. We may make changes or corrections to this website's design or content at any time without notice.

Application of Law

These Terms of Sale are applicable in the United Kingdom and will be governed by the laws of England. You agree that any dispute or claim related to these Terms of Sale will be subject to the jurisdiction of English courts.

You agree to indemnify, defend and hold harmless the Milky Way Gallery, its owners, directors, officers, employees, agents and affiliates, from your own or third-party claims, liability, damages, costs or legal fees arising from your use of this website or for any financial damage related to the purchase of one or more artworks through this site.

If any provision of these Terms of Sale is held to be invalid, unlawful or unenforceable by law, such provision shall be struck out and the remaining provisions shall remain in force.

Your statutory rights are not affected.