



POLISH ART POTTERY

TERMS AND CONDITIONS OF SALES

1. General

- 1.1. Access to and use of this site is provided by Polish Art Pottery and is subject to the following terms and conditions. Use of this site constitutes your acceptance of these terms and conditions.
- 1.2. Nothing stated or implied in these terms and conditions shall affect the statutory rights of any customer.
- 1.3. We reserve the right to amend these terms and conditions at any time with or without notice.

2. Description of Goods

- 2.1. All items are handmade by Polish Artists.
- 2.2. As all goods are subject to continuous evolution of design, minor differences of colour, decoration, material or dimension, we are unable to guarantee to supply items identical in colour or size.
- 2.3. Each item is provided with a description based on information supplied by its designer.
- 2.4. Unless otherwise indicated, we are unable to guarantee items are dishwasher, oven or microwave safe.

3. Orders

- 3.1. All orders for goods shall be deemed to be an offer by you to purchase goods in accordance with these terms and conditions.
- 3.2. You, the Customer, warrant that all the details provided on the order form for the purpose of purchasing the goods are correct.
- 3.3. You may cancel your order prior to despatch without any additional costs.
- 3.4. If we are unable to fulfil the order due to items being out of stock we will notify you immediately and the transaction can be cancelled or we will agree alternative arrangements with you.

4. Pricing and Payment

- 4.1. All goods offered for sale through our website are priced in Pounds Sterling (£).
- 4.2. Polish Art Pottery is not registered for UK VAT.
- 4.3. Due to fluctuating market values and currencies, all prices and availability are subject to change but will not be changed once your order has been accepted.
- 4.4. Prices do not include postage and packing, this will be charged as an additional cost on all orders as advised at the time of order confirmation.
- 4.6. We accept payments via PayPal online payment system and via bank transfer from all major UK banks.
 - 4.6.1. To guarantee the highest security for your credit/debit card details we process all card payments using Paypal online payment system. Please note, you do not need to have a registered account with Paypal to make a payment.
 - 4.6.2. When paying via bank transfer, please note that the transfer must be made from a bank in the UK, all transfer fees shall be borne by the purchaser. When making the transfer, the order number and full name of the Customer, as stated when placing the order, must be given as a reference. The transfer must be made within a period of three (3) working days, otherwise the order will be cancelled.
- 4.7. Title to the goods will pass to you, the Customer, on payment in full of the price of the goods.

5. Despatch and Delivery

- 5.1. All orders will normally be despatched within five (5) working days from receiving a payment.
- 5.2. If any delay occurs you will be notified immediately. You will be given the option to arrange a convenient delivery date or to cancel the order with a full refund.
- 5.2. The goods will be delivered at the address provided on the order form. It is advised to indicate a contact telephone.
- 5.3. The dispatch amount is determined by the parcel weight and the destination country.
 - 5.3.1. Within UK Mainland, charges for parcels of weight up to 2 kg are based on the cost of the Royal Mail Recorded Signed For first class delivery and a surcharge of £1.00 for packaging.
 - 5.3.2. Within UK Mainland, all deliveries of parcels of weight over 2 kg are subject to a flat carrier charge of £9.50.
 - 5.3.3. Delivery charges for orders to be delivered outside UK Mainland are subject to a separate quote. Prior to despatch, we will contact you to agree the dispatch amount and further arrangements. The payment will be requested upon receiving an e-invoice.
 - 5.3.4. The cost of orders to be dispatched outside the European Union exclude customs duties and other taxes, therefore the Customer is responsible for payment of any surcharges.
- 5.4. Please advise us if you do not receive your item(s) within fourteen (14) days of placing your order so that we can trace the parcel.
- 5.5. All dates quoted for delivery of the goods are approximate only and we shall not be liable for any delay in delivery of the goods however caused or for any consequential loss.
- 5.6. The risk in the goods shall pass to you upon delivery taking place.

6. Returns

- 6.1. All items are carefully checked before despatch.
- 6.2. If the goods are damaged in-transit, please sign the carriers' delivery note 'Damaged' and notify us *immediately* (please attach pictures). Keep all the packaging material as the Carrier may wish to inspect this. We will arrange to have the item returned at our expense. You will be given the option to have the product replaced at no charge to you or to have a full refund.
- 6.3. Goods that are not acceptable for any other reason may be returned within seven (7) days for a refund or replacement, but in all cases you must contact us first for authorisation. Goods will be returned at your expense and will be subject to a 20% re-stocking charge. Please note, we will only accept returned goods in 'as new' condition.

7. Queries and Complaints

- 7.1. Polish Art Pottery endeavour to handle all enquiries and fulfil all orders speedily, effectively and without incident, however, it is not possible to guarantee there will never be a problem. Should you have any complaints about our products or services, please put this in writing and send to us via e-mail or via our contact form.
- 7.2. Any complaint received will be acknowledged via e-mail or via phone within five (5) working days and you will be informed of a projected time scale for dealing with that complaint, together with the steps we intend to take in dealing with it.
- 7.3. We will do our best to ensure that you are fully satisfied with your purchase.

8. Privacy Policy

- 8.1. Polish Art Pottery is committed to ensuring that your privacy is protected.
- 8.2. To process your order and to provide you with the best possible service, we require your name, contact information including phone number and email address, billing and delivery address.
- 8.3. We do not share, sell, lend or lease any of gathered information with anyone except to the extent it is necessary to process transactions or provide services that you have requested.
- 8.4. We will not ask for your payment details on this website.
 - 8.4.1. All online payments are processed by PayPal - leading fraud prevention payment system, so your information are kept safe and secure.
 - 8.4.2. Your bank details are not stored by us.
- 8.5. You can access your details, modify them and/or consult all your previous purchases or track your latest order at any time via your account.
- 8.6. If you believe that any information we are holding on you is incorrect or incomplete, please let us know via e-mail or via our contact form. We will correct it as soon as possible.

9. Disclaimers and Limitation of Liability

- 9.1. This site and the information, names, images, pictures and logos regarding or relating to Polish Art Pottery and its products (or to third party products), is provided 'as is' and on an 'is available' basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 9.2. In no event will Polish Art Pottery be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the site.
- 9.3. Polish Art Pottery does not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials.

10. Intellectual Property and Copyright

- 10.1. Copyright for the entire content included in this site, including but not limited to the artwork, designs, images, names and logos remains with the Artists or/and Polish Art Pottery and further copying, distribution or usage for the creation of derivative works of the content in whatever format may be the subject of Legal proceedings.

11. Accessibility Statement

- 11.1. Polish Art Pottery is committed to providing a website that is accessible to the widest possible audience, regardless of technology or ability.
- 11.2. We are continually seeking out solutions that will bring all areas of the site up to the same level of overall web accessibility. In the meantime should you experience any difficulty in accessing our website, please don't hesitate to contact us.

12. Law and Jurisdiction

- 12.1. The contract shall be deemed to be made in England. All Contracts made between Polish Art Pottery and the Customer shall be governed by the laws of England and any dispute arising therein shall be subject to the sole jurisdiction of the English courts.

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