

Terms & Conditions, Delivery & Returns and Privacy

www.detailsmatter.co.uk

Terms & Conditions

WELCOME TO SALLY BROWN'S DETAILS MATTER 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 TOGETHER WITH OUR [PRIVACY POLICY](#) GOVERN SALLY BROWN'S DETAILS MATTER'S RELATIONSHIP WITH YOU IN RELATION TO THIS WEBSITE. IF YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS WEBSITE.

The term 'Detailsmatter' or 'Details Matter' or 'I' or 'myself' or 'us' or 'we' refers to the owner of the website.

The term 'you' refers to the user or viewer of this website.

The term 'website(s)' or 'site(s)' means web site detailsmatter.co.uk or any other sites owned and/or controlled by us, including, and not limited to, applications such as Facebook pages and other external profiles/portals.

The term 'artwork(s)' means artwork/craftwork owned and controlled by us for the purposes of viewing or selling through the site.

The use of this website is subject to the following terms of use:

- The content of the pages of this website are for your general information and use only. It is subject to change without notice.
- Neither I 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 I expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which I 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.
- This website contains material which is owned by or licensed to myself. This material includes, but is not limited to, the design, layout, look, appearance, graphics and featured artwork. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that I endorse the website(s). I have no responsibility for the content of the linked website(s).

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

Sale of Artwork

- The artist Sally Brown retains copyright of all artwork even after ownership of the artwork is transferred to you the Customer.
- You may not produce any image of the artwork and may not, at any time, publish or submit for publication or reproduction any image of the artwork to any third party, including any internet website for any purpose. If you breach any of these obligations you agree that:
 - The payment of damages will not be a sufficient remedy to compensate the artist for your breach;
 - The artist may, apply to the court for an order to prevent you from continuing to breach your obligations under these Terms and Conditions; and
 - The artist may, contact the operator of any internet website on which the artwork is being offered for sale or on which an image of the artwork has been placed by you or at your direction, and instruct such operator, on your behalf, to remove any such offer for sale or image from any such internet website.
- By commissioning work from Sally Brown's Details Matter you understand that said work may be used for promotional use by Sally Brown's Details Matter, on and off-line.
- Portraits and commissioned art require a non-refundable deposit, this acts as a cancellation fee to cover some of the time spent on art work prior to a cancellation or non-payment.
- As soon as the purchase price is paid in full, you will become the legal owner of the artwork and, upon such payment, you will be responsible for the artwork and the risk of damage to or loss of the artwork will pass to you.
- It is the Artist's expectation that the artwork will not be purchased for resale and will be retained by you for your own personal enjoyment. Specifically, you may not sell or offer for sale the artwork on any internet based auction or other website.

Delivery, Returns & Refund Policy

Delivery

Due to the nature of the products for sale, delivery times vary. I try my upmost to deliver within a reasonable time. During busy periods, for example Christmas, the delivery period may be greater. I advise to order well in advance for Christmas portraits as my schedule may fill up quickly, preferably from early August.

The delivery period will vary on the product and artist schedule, for example, small casts sculptures can be dispatched within a couple of working days, while portraits / bespoke sculptures much longer. Delivery estimates are included on each sale page and you will be informed upon ordering in the event of any delay - you have the right to cancel if the delivery period is unsuitable. If you have a deadline please let me know and I will always try to accommodate. You will be kept informed of the progress of your commissions throughout the process.

All prices exclude P&P and VAT unless otherwise stated.

Refunds & Returns

If you are not entirely satisfied with your purchase, I'm here to help.

Returns

You have 14 days to return an item from the date you received it. To be eligible for a return, your item must:

- Be unused and in the same condition that you received it.
- Must be in the original packaging.
- Come complete with the receipt or proof of purchase.

Refunds

Once I have received your item, I will inspect it and notify you that I have received your returned item. I will immediately notify you on the status of your refund after inspecting the item. If your return is approved, I will initiate a refund to your original method of payment. You will receive the credit within a certain amount of days, depending on your payment issuer's policies.

Shipping

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund. Items are supplied with a returns delivery address.

Contact

If you have any questions on how to return your item to me, please contact me, Sally Brown, at info@detailsmatter.co.uk

Privacy Policy

This privacy policy sets out how Sally Brown's Details Matter uses and protects any information that you give Sally Brown's Details Matter when you use this website.

Sally Brown's Details Matter is committed to ensuring that your privacy is protected. Should I ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Sally Brown's Details Matter may change this policy from time to time by updating the Privacy web page at www.detailsmatter.co.uk/privacy.html You should check the page from time to time to ensure that you are happy with any changes and read it in conjunction with the site Terms & Conditions.

This policy is effective from 30th August 2016.

What I may collect

I may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What I do with the information I gather

I require this information to understand your needs and provide you with a better service, and in particular for the following reasons

- Internal record keeping
- I may use the information to improve my products and services
- I may periodically send promotional emails about new products, special offers or other information which I think you may find interesting using the email address which you have provided.
- From time to time, I may also use your information to contact you for market research purposes. I may contact you by email, phone, fax or mail. I may use the information to customise the website according to your interests

Security

I am committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, I have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information I collect online.

How I use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an

individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

I may use traffic log cookies to identify which pages are being used. This helps me analyse data about web page traffic and improve my website in order to tailor it to customer needs. I only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help me provide you with a better website, by enabling me to monitor which pages you find useful and which you do not. A cookie in no way gives me access to your computer or any information about you, other than the data you choose to share with me.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

My website may contain links to other websites of interest. However, once you have used these links to leave my site, you should note that I do not have any control over that other website. Therefore, I cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to me using your personal information for direct marketing purposes, you may e-Mail webmaster@detailsmatter.co.uk at any time if you should change your mind.

I will not sell, distribute or lease your personal information to third parties unless I have your permission or are required by law to do so. I may use your personal information to send you promotional information about third parties which I think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which I hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you, please e-Mail webmaster@detailsmatter.co.uk

If you believe that any information I am holding on you is incorrect or incomplete, please email me as soon as possible. I will promptly correct any information found to be incorrect.