



## **Terms and Conditions**

*Our aim is for you to be totally happy with our service. Please be aware that your use of the site constitutes your agreement to adhere to the terms and conditions set out below.*

*Should you have any questions relating to the terms of use, please contact Our Team, who will be more than happy to help you.*

### **Website Owner, the Offering and Binding of Terms**

*This website is owned and operated by EJR Ceramics Ltd.*

*These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors: Gallery Information, Artist Information, Workshop Information and Booking, Artwork and Supplies for Sale. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.*

### **Who can use Our Website**

*In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.*

### **Key Commercial Terms offered to Customers**

*When placing an order with EJR Ceramics Ltd you agree that all the information given is accurate and complete. All orders are subject to acceptance and product availability.*

*When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.*

*The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.*

## **Payment and Prices**

*We accept Payment with PayPal, Debit and Credit Card and EJaRt Creative Vouchers. (Specific Terms and Conditions apply to the use of the vouchers. Please refer to the specific section for full details.)*

*Credit/Debit card payments are processed through a secure payment page and your card details and information are not made known to EJR Ceramics Ltd.*

*PayPal uses the latest in data encryption and anti-fraud technology to help keep your information secure, reducing the risk of inline fraud. You will be redirected to the PayPal website for payment of your order.*

*All credit/debit card holders are subject to validation checks and authorisation by the card holder. If the issuer of your payment card refuses to or does not for any reason authorise payment to us we will not be liable for any delay or non-delivery. Your credit/debit card will be charged for the full amount of your order at point of order confirmation. If any items on your order can not be fulfilled we will contact you as soon as possible, within 28 days, via the email or phone number you have provided to discuss refunding the outstanding order or your acceptance to wait for further stock.*

*All prices are in Pounds Sterling (£) and include VAT at the current rate where applicable.*

*Due to Sales across the world we must keep our prices consistent. This means that we are not able to remove VAT from orders delivered to VAT free countries.*

*If you prefer not to make your payment online, alternatively you can call us to place your order over the telephone: 01473 735007*

## **Delivery and Carriage**

*Our policy is to process and dispatch goods as soon as possible.*

*Delivery costs vary.*

*A carriage charge will be added to your order during the checkout process and is dependent on the weight of your order.*

*Orders placed for delivery outside the UK may be subject to import duties and taxes which are levied when the delivery reaches the specified destination.*

**Overseas Deliveries:** *Orders from overseas customers are always welcome.*

*We do not include the delivery charge at checkout for Overseas.*

*To reserve your products and receive a quote for delivery to your address please proceed through the checkout and select Overseas Delivery. You will be advised of the delivery cost in a separate email and if you wish to proceed, we will request the additional payment. If you do not wish to proceed, we will refund your initial payment.*

*Please note: Orders are not dispatched until we have received your confirmation and completed payment.*

*The customer will be responsible for payment of any such import duties or taxes. EJR Ceramics Ltd has no control over these charges and cannot predict their amount. Please contact your local customs office for further information.*

## **Vouchers**

*Vouchers are valid for 12 months from the date of issue.*

*Each Voucher has a unique code.*

*Vouchers ordered online will be sent via 1<sup>st</sup> Class Post and separately to any other items ordered. If for some reason your Voucher does not arrive, it will be cancelled and void, and a new voucher will be issued.*

*Vouchers can be provided in denominations of £5, £10 or £25.*

*Vouchers can be used to purchase items and workshops from EJaRt Creative Online ([www.ejartcreative.co.uk](http://www.ejartcreative.co.uk)) or In-Store at Our Gallery in Hasketon, Suffolk.*

*They can be used as full or part payment of an order. If the value of the order exceeds the voucher then the remainder can be paid with PayPal/Credit/Debit card. If the voucher value exceeds the value of the purchase, no refund will be given.*

*Vouchers cannot be used to purchase other Vouchers.*

*Vouchers cannot be refunded.*

*Vouchers cannot be exchanged for cash.*

*EJR Ceramics Ltd cannot be held responsible for the unauthorised use of a Voucher where the Voucher Code has been knowingly/unknowingly disclosed to a third party.*

*If a product purchased with a Voucher is returned, you will receive a new Voucher for the value used.*

*Vouchers remain the property of EJR Ceramics Ltd who has the sole right to cancel a Voucher if deemed necessary.*

## **Product Information**

*We have made every effort to display as accurately as possible the colours of our products, however the actual colour you see will depend on the resolution of your computer. We cannot guarantee that the colour texture or detail of the product will be accurate to that displayed by your own computer.*

*All dimensions and sizes are approximate.*

*We reserve the right to amend or improve the specification without notice.*

*All works of Art are unique and therefore may differ slightly from the images shown.*

*Paper colour/texture, Paint colour etc may vary from batch to batch due to manufacturing methods. We recommend that you purchase more than sufficient supplies if you are working on a particular project.*

## **Returns and Refunds**

*For any undamaged product, please contact us in writing with your order number and details of the goods you would like to return, within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method.*

*The goods must be returned, undamaged and capable for re-sale at the full price, with its included accessories and packaging, along with the original receipt (or gift receipt).*

*No returned goods will be accepted unless accompanied by a returns authorisation number issued by the company.*

*In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased (ii) The following items are excluded from Returns and Refunds : Gift Vouchers, Personalised Items and Commissions.*

*If you wish to cancel your order it is your responsibility to inform us of this within the cancellation period. You can do this by emailing us at [ejrceramics@btinternet.com](mailto:ejrceramics@btinternet.com). Please include full product details and the order number when cancelling.*

*It is your responsibility to return the goods back to us and you are also responsible for the cost associated with returning the goods.*

## **Damaged/Faulty/Missing Goods**

*When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to the customer and the customer will be responsible for return shipment of the product to us.*

*You must inform us of any damage or fault with your item via email [ejrceramics@btinternet.com](mailto:ejrceramics@btinternet.com), within 3 days of receiving your goods. You must include date of delivery and specific damage and provide photographic evidence of the damage caused, to both the packaging and goods inside, so that we can inform our carriers*

*If you do take delivery of a damaged parcel it is advisable to sign for goods as 'unexamined'. Should the contents be damaged you will need to follow the above guidelines, otherwise we cannot accept responsibility for compensation.*

## **Retention of right to change offering**

*We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.*

*EJR Ceramics Ltd will not accept responsibility for any event beyond its control, including any Act of God, War, Strike, Lockout, or any other Labour dispute, Fire, Flood, Drought and any legislation, or be responsible for any consequential loss arising out of any of these.*

## **Personal Information Submitted through the Site**

Your information is governed by our Privacy Policy, which can be found on our website [www.ejartcreative.co.uk](http://www.ejartcreative.co.uk)

## **Ownership of Intellectual Property, Copyrights and Logos**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music., are the exclusive property of EJR Ceramics Ltd. Intellectual Property Rights related there to remain with The Owner.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

## **Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

## **Indemnification**

You agree to indemnify and hold EJR Ceramics Ltd harmless from any demands, loss, liability, claims or expenses (including legal fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall EJR Ceramics Ltd, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, EJR Ceramics Ltd assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

## **WEEE (Waste Electrical and Electronic Equipment) Legislation**

Find more information on WEEE Recycling and to locate your local recycling centre try [www.recyclenow.com](http://www.recyclenow.com)

If you are unable to recycle locally, please return your used item to us within 28 days of purchasing your new item.

## **Right to Change and Modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

## **Preference of Law and Dispute Resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with UK English Law, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in England, UK. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

## **Customer Support Details & Contact Information**

**Email:** [ejrceramics@btinternet.com](mailto:ejrceramics@btinternet.com)

**Address:** EJR Ceramics  
c/o: EJaRt Creative  
The Black Barn  
Grange Farm  
Grundisburgh Road  
Hasketon  
Suffolk  
IP13 6HN

**Telephone:** 01473 735007

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