

GLASGOW INTER- NATIONAL

Glasgow International
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STANDARD WEBSITE TERMS AND CONDITIONS FOR THE SALE OF ARTWORK

These terms and conditions apply to the sale of items of artwork ("**Artwork**") made by the artist who has produced the Artwork (the "**Artist**") by Culture and Sport Glasgow (Trading)* operating as "Glasgow Life" to you the buyer (the "**Consumer**").

1. TITLE AND RISK

As soon as the purchase price is paid in full, the Consumer will become the legal owner of the Artwork and, upon such payment, the Consumer will be responsible for the Artwork and the risk of damage to or loss of the Artwork will pass to the Consumer.

2. CONTRACT

2.1 Where the Consumer purchases the Artwork from Glasgow Life online, these terms and conditions will become binding on the Consumer when Glasgow Life contacts the Consumer by email to confirm that the Artwork can be provided, at which point a contract will come into existence between the Consumer and Glasgow Life.

2.2 Paragraph 2.1 takes effect when the purchase price is paid in full where a Consumer purchases the Artwork from Glasgow Life in person.

2.3 All Artwork is subject to availability.

2.4 The Artwork pieces are subject to price change. Prices may rise as an edition of Artwork begins to sell out. All prices are subject to VAT where applicable.

2.5 Any images of the Artwork on Glasgow Life's website or other advertisement materials are for illustrative purposes only. The Artwork may vary slightly from those images.

3. DELIVERY OF GOODS / COLLECTIONS FOR ARTWORK PURCHASED ONLINE

3.1 Glasgow Life will provide an estimated delivery date, which will be within 21 days after the date of Glasgow Life's email confirmation of acceptance an order from the Artwork made by the Consumer ("**Order**"). Please allow for extra time for deliveries to the Scottish Highlands and Islands and deliveries outwith the UK.

3.2 If the Consumer orders Artwork and requires it to be delivered outwith the UK, the Order may be subject to import duties and taxes which are applied when the delivery reaches that destination.

3.3 If the Consumer chooses to collect the Artwork then it can be collected from Glasgow Life at 103 Trongate, Glasgow G1 5HD. Glasgow Life shall hold on to the Artwork for 1 month maximum. After 1 month Glasgow Life shall assume the Consumer no longer wants the Artwork and cancel the Order and provide the Consumer with a full refund.

3.4 The prices for the Artwork exclude delivery costs, which will be added to the total amount due at the following rates:

(a) £25.00 for deliveries within the United Kingdom; and

(b) between £55.00 and £100.00 for deliveries to any countries (whether or not within the EU) outwith the United Kingdom.

3.5 The delivery costs referred to above will vary depending on:

(a) number of items of Artwork ordered;

(b) the weight and dimensions of the ordered Artwork; and

(c) the country of delivery.

4. COPYRIGHT

4.1 Copyright in the Artwork remains the property of the Artist.

4.2 Glasgow Life only supplies the Artwork for domestic and private use. It is the Artists' expectation that the Artwork will be retained by the Consumer for their own personal use and not purchased for re-sale.

4.3 The Consumer may not reproduce 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.

4.4 If the Consumer breaches any of the obligations in paragraphs 4.2 and 4.3 above, the Consumer agrees that payment of damages alone may not be a sufficient remedy to compensate Glasgow Life and/or the Artist for any such breach. Glasgow Life and/or the Artist may apply to the court seeking an order:

a. to prevent the Consumer from continuing to breach the obligations under these terms and conditions;

b. that the Artwork shall be delivered up to Glasgow Life;

c. that any items produced in breach of these terms and conditions is delivered up to Glasgow Life or destroyed; and/or

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- d. to require that any offer for sale or image of the Artwork placed by the Consumer (whether directly or indirectly) on any internet-based website is removed.

5. FAULTY ARTWORK

- 5.1 If the Artwork is faulty, the Consumer should contact Glasgow Life in writing and return the faulty Artwork to Glasgow Life within 7 calendar days from the date of sale/ collections along with the Consumer's proof of purchase and a covering letter stating the reason for the return.
- 5.2 The Artwork must be returned at the Consumer's own cost. A refund will be issued for any postage paid by the Consumer only if and when the Artwork is found to be fault or incorrectly supplied from the original Order.
- 5.3 Any costs incurred by Glasgow Life for the Consumer's return of the Artwork may be deducted from any refund amount due to the Consumer.
- 5.4 The maximum refund will be the costs of delivery by the least expensive method of delivery Glasgow Life offers (provided that this is a common and generally acceptable method of delivery for the Artwork), irrespective of the method chosen and price paid by the Consumer.
- 5.5 Nothing in this contract shall affect the Consumer's statutory rights.
- 5.6 Glasgow Life is permitted by law to reduce the Consumer's refund to reflect any reduction in the value of the Artwork if this has been caused by the Consumer's mishandling of the Artwork.

6. PRICE AND PAYMENT

The Consumer must pay for Artwork in advance of delivery by Glasgow Life by credit or debit card or cash.

7. LIABILITY OF GLASGOW LIFE

- 7.1 Glasgow Life is not responsible for any loss or damage that is not foreseeable.
- 7.2 Glasgow Life does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by Glasgow Life's negligence or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

8. REFUND AND CANCELLATION

- 8.1 Before the Artwork is delivered, the Consumer has the following rights to cancel an Order for Artwork which is purchased online:
- (a) the Consumer may cancel any Order for Artwork at any time before Glasgow Life despatches the Artwork **OR** within 7 calendar days of placing an Order by contacting Glasgow Life. Glasgow Life will confirm the cancellation to the Consumer by email;
 - (b) Glasgow Life will refund any amounts due to the Consumer and any delivery charges;
 - (c) if the Consumer cancels an Order for Artwork under paragraph 8.1(a) above and Glasgow Life has already despatched the Artwork to the Consumer, Glasgow Life will not be able to cancel the Order until it is delivered or collected. In this case, if the Consumer returns the Artwork to Glasgow Life, Glasgow Life will charge the Consumer for the cost of collection or the Consumer will have to pay the cost of returning the Artwork back to Glasgow Life. This will not affect the Consumer's refund for the Artwork itself, but Glasgow Life will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to the Consumer.
- 8.2 Glasgow Life may have to cancel an Order before the Artwork is delivered, due to any act or event beyond Glasgow Life's reasonable control or the unavailability of stock. If this happens:
- (a) Glasgow Life will promptly contact the Consumer; and
 - (b) Glasgow Life will refund the amount paid for the Artwork to the Consumer.

9. INFORMATION ABOUT US AND HOW TO CONTACT US

- 9.1 Any questions or complaints may be referred to Glasgow Life by telephone through its customer service team on 0141 276 8384.
- 9.2 If the Consumer wishes to contact Glasgow Life in writing, or if any paragraph in these terms and conditions requires the Consumer to give Glasgow Life notice in writing (for example, to cancel the contract), the Consumer can send this to Glasgow Life by email, by hand, or by pre-paid post to Glasgow International[, Glasgow Life] at 103 Trongate, Glasgow G1 5HD or sales@glasgowinternational.org. Glasgow Life will confirm receipt by contacting the Consumer in writing.
- 9.3 If Glasgow Life has to contact the Consumer or give the Consumer notice in writing, Glasgow Life will do so by email, by hand, or by pre-paid post to the address the Consumer provides in the Order.

10. DATA PROTECTION AND FREEDOM OF INFORMATION

- 10.1 Glasgow Life may collect, hold, control, use and transmit personally identifiable information obtained from the Consumer in the course of its purchase of the Artwork. By agreeing to these terms and conditions the Consumer agrees to such information being used in these ways and for such information to be disclosed to the Artist if the Consumer is in breach of its obligations under these terms and conditions.
- 10.2 The Consumer acknowledges that Glasgow Life is subject to the provisions of the Freedom of Information (Scotland) Act 2002 and this may require Glasgow Life to release information relating to the sale of the Artwork, subject to Glasgow Life complying with the provisions of the Data Protection Act 1998.

11. GOVERNING LAW AND JURISDICTION

- 11.1 These terms and conditions are governed by Scots law. The Consumer and Glasgow Life both agree to submit to the non-exclusive jurisdiction of the Scottish courts.