



TERMS & CONDITIONS FOR A CUSTOMER

1. Introduction

These terms and conditions govern the relationship between a customer who elects to purchase a work of art on the website www.AnonymousArt.co.uk (a "Customer" or "you"), ("Anonymous Art" or "we") and an exhibiting artist on the website www.AnonymousArt.co.uk (an "Artist"). Each Customer shall be deemed to have accepted these terms and conditions.

2. The Service

You acknowledge that Anonymous Art is acting solely as an online exhibition space and not as agent for the Artist and that (except as otherwise expressly stated in these terms and conditions) there is no contractual relationship between a Customer and Anonymous Art nor duty of care owed by Anonymous Art to a Customer. You acknowledge that a Customer's sole right of recourse is against the Artist for recovery of any payment made to the Artist in accordance with these terms and conditions and not against Anonymous Art nor its directors or employees.

3. Eligibility

Anonymous Art is designed for participants aged 18 and above who can form legally binding contracts under applicable law. By accepting these terms and conditions and participating in Anonymous Art, you warrant that you are aged 18 or above.

4. Relationship between a Customer and an Artist

(a) Purchases will only be processed by the Artist and a work of art despatched to a Customer upon clearance of cheques or bank transfer tendered by the relevant Customer whereupon a contract will be deemed to exist between a Customer and an Artist.

(b) Postage rates shall vary depending on which carriage arrangements are required. Postage rates shall be set at the discretion of the Artist.

(c) If a work of art is damaged or lost in transit, the contract of sale between a Customer and an Artist will be terminated and the full amount, including postage, will be refunded by the Artist to the Customer upon written proof by the Customer to the Artist of damage or loss. A Customer is advised to ensure that he/she is fully insured against damage or loss of a work of art in transit. Title in a work of art shall pass to a Customer on despatch by the Artist.

(d) A full refund (not including postage) will be given by the Artist if the Customer has taken delivery of a work of art and then returned the work of art to the Artist within 7 days of the date of receipt by the Customer. It is imperative that the work of art is returned to the Artist in its original condition as despatched by the Artist. The Artist reserves the right to reject a returned work of art if it is not returned in its original condition or is received by the Artist later than 7 days of the date of receipt by the Customer. A Customer should keep proof of postage for any returned work of art as the Artist cannot consider a claim for returned goods or goods lost or damaged in transit without one. Shipping costs will not be refunded for orders delivered outside the United Kingdom.

(e) A Customer in a territory outside the United Kingdom accepts responsibility for any taxation or charges levied in respect of importation of a work of art into a territory outside the United Kingdom.

(f) All transactions shall be processed in British Pounds Sterling unless otherwise agreed between the Artist and the Customer.

5. Disclaimer

Anonymous Art makes no representation that the operation of our website www.AnonymousArt.co.uk or others operated by us will be uninterrupted or error-free, and we will not be liable to a Customer for the consequences of any interruptions or downtime or errors. We make no representation regarding the compatibility of a Customer's computer when used to access our website.

6. Indemnity

Each Customer agrees to indemnify and hold harmless Anonymous Art and its subsidiaries and each of their respective directors, employees, agents, shareholders, partners or members (together the "Indemnified Parties") against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable legal fees) incurred by any of the Indemnified Parties arising out of or in connection with any transaction conducted by a Customer following an introduction to an Artist on Anonymous Art.

7. Limitation of Liability

Anonymous Art is not responsible for and to the fullest extent permitted by law shall have no liability for any loss or damage arising from or in connection with any transaction conducted by a Customer following an introduction on the website www.AnonymousArt.co.uk. Anonymous Art shall not be liable for any loss, loss of revenue, profits, data, indirect, special, or consequential damages arising in connection with any transaction conducted by a Customer following an introduction on the website www.AnonymousArt.co.uk.

8. Relationship of the Parties

Anonymous Art, the Customer and the Artist are independent contractors, and nothing in these terms and conditions will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them.

9. Severability

If any term, clause or provision of these terms and conditions shall be deemed invalid or unenforceable for any reason, the remainder of these terms and conditions shall remain valid and enforceable in accordance with their terms.

10. Modification

Anonymous Art reserves the right to modify these terms and conditions at any time by posting such change here.

11. Miscellaneous

These terms and conditions are governed by Scottish law, and any dispute shall be submitted to the exclusive jurisdiction of the Scottish Courts.