

Terms and Conditions for Commission

Atri Eades Paintings - Terms and Conditions www.atrieadespaintings.com

Using this website you are deemed to have read and agreed to the following terms and conditions. The following terminology applies: Client, you and your refers to the person accessing this website and/or accepting Atri Eades Paintings Terms and Conditions.

Contract

The Commission Process will take the following stages:

Stage One: There will be a consultation between Atri Eades Paintings and the Client. There will be a £50 consultation fee which is non-refundable if there is no commission agreed upon. If an agreement is reached, then the consultation fee will be subtracted from the final payment. The Final payment is 50% of the total cost of the painting. Thereafter Atri Eades Paintings will send the Client a 'Project Order' for approval and signature containing the details, price of the commission and the Terms and Conditions of the agreement.

Stage Two: The Client will return the signed 'Project Order' to Atri Eades Paintings together with a 50% deposit of the agreed price in accordance with the Terms and Conditions aforesaid.

Stage Three: Upon completion of the commission final payment will be made by the Client in accordance with the Terms and Conditions aforesaid and the client can then collect or arrange collection of the painting from Atri Eades Paintings. Collection represents acceptance and approval of the painting and satisfaction with its condition in every respect.

Payment

PayPal, Personal Cheques in Great British Pound (GBP) Sterling, Bankers Drafts in GBP Sterling are all acceptable methods of payment. Our Terms are a £50 consultation fee which is non-refundable if there is no commission agreed upon.

The total commission fee will be in three (3) stages: a £50 consultation fee, a 50% Deposit to begin the painting and the Final Balance as detailed in the agreed 'Project Order'. Each payment must be cleared by the bank before progressing to the next stage. Payments must be received within and not exceeding 30 days of dispatch of any invoices. The consultation fee will be subtracted from the final payment (which will be 50% of the total cost of the painting).

Returned cheques will incur a £30 charge to cover banking fees and administrative costs. In the instance of a second returned cheque, Atri Eades Paintings will automatically terminate the commission and all transactions and agreements entered into will cease with immediate effect.

Cancellation Policy

Any cancellation of the commission must be notified and received in writing within 7 days of receipt of the signed 'Project Order'.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated in writing to be such and signed by both Parties.

General

The laws of England and Wales govern these terms and conditions. By accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of Atri Eades Paintings to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of Atri Eades Paintings.

Notification of Changes

Atri Eades Paintings reserves the right to change these Terms and Conditions from time to time as it sees fit and your continued use of the Service/Website will signify your acceptance of any adjustment to these Terms and Conditions.

Termination of Agreements and Refunds Policy

Both the Client and Atri Eades Paintings have the right to terminate the contractual agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is for all intents and purposes underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

Copyright

All artwork created or produced by Atri Eades Paintings, whether commissioned or otherwise, or displayed on this website is copyright and may not be copied or reproduced without permission of Atri Eades Paintings. Copyright©2010 Atri Eades Paintings. Atri Eades Paintings reserves the right to reproduce and or market for gain or otherwise in whatever form all such art work.

Web Site

Availability

Unless otherwise stated, in the services featured on this website are only available within the United Kingdom, or in relation to postings from the United Kingdom. All advertising is intended solely for the United Kingdom market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, and text available through this site. Redistribution or republication of any part of this site or its content is prohibited (see Copy Right). Atri Eades Paintings does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify Atri Eades Painting, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable

information. Additionally for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used within Atri Eades Paintings on a need-to-know basis. Any Individually identifiable information related to this data will never be used without the explicit permission of you (the concerned party).

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Communicating

Contact information, can be found on our Contact Me link on the Atri Eades Paintings website or literature once a commission is place with Atri Eades Paintings.

Disclaimer

Exclusions and Limitations

The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, Atri Eades Paintings:

- Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, included in relation to any inaccuracies or omissions in this website and/or Atri Eades Paintings literature: and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes without limitation direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised Atri Eades Paintings of the possibilities of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

These terms and conditions form part of the Agreement between the Client and Atri Eades Paintings. Your accessing of this website and/or undertaking of an Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

Copyright©2018 Atri Eades Paintings All Rights Reserved

Download Terms and Conditions [here](#).