

Terms and Conditions

www.dorotabousquet.com (the Website) is a venue which enables you to buy unique artwork from Dorota Bousquet,.

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Dorota Bousquet is pride ourselves on delivering of Watercolor Artwork. With this in mind, i advise you to read my terms and conditions as stated below before you place your order. I want to protect your interests so you keep coming back to moi!

By using the website and placing an order the Buyer (referred to as “you” in these Buyer Terms and Conditions) are in agreement of with my terms and conditions and therefore have entered a legally binding agreement with Dorota Bousquet (referred to as “me” “my” “I” or “Dorota Bousquet” (referred to as “you” in these Buyer Terms and Conditions).)

1. DEFINITIONS

The Website User Terms and Conditions form part of these Buyer Terms and Conditions. For your ease I have included the definitions within these Buyer Terms and Conditions.

“Artist” means any person and/or organisation who displays Artwork for sale on the Website.

“Artwork” means the pieces of art/artwork/products which a Buyer agrees to buy from the Artist using the Website.

“Buyer” means the person and/or organisation who uses the Website and may buy Artwork.

“Consumer” shall have the meaning ascribed in regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, any contact or database rights, know-how, confidential information or process, any application for any of the above and any other intellectual property rights recognised in any part of the world, whether or not presently existing or applied for, which are held by the owning party.

“Terms and Conditions” means these Terms and Conditions which also incorporate all policies and other Terms and Conditions displayed on my Website and will also include any special terms and conditions agreed in writing by me.

“Upload onto the Website” means any submission or post, including any Artist’s information regarding any Artwork for sale, in any format, including any post, content or anything whatsoever which a user uploads or provides to my for upload and subsequently appears and can be viewed on the Website. This includes taking part in any available feedback, review, discussion, forum etc.

“User” or “you” means anyone using and/or visiting the Website for any purpose including, but not limited to, Buyers and Artists.

“I”, means Dorota Bousquet who supplies and owns this Website, www.dorotabousquet.com, whose registered office is at Scheveningseweg 84C, 2584Ab Den Haag, Netherland, a Company Registered in Netherland who company registration number KvK nr 80083188

E-mail address art.dorota@gmail.com. VAT Registration Number BTW nr NL 003391210B39 I operate a VAT Margin Scheme for Art.

“Website” means the website and all content at www.dorotabousquet.com

“Working Days” means any day Monday to Friday from 9am to 5pm, excluding all public and bank holidays in Netherlands.

2 CONDITIONS

These Terms and Conditions (which also include our Website User Terms and Conditions apply the use of the Website and purchase of Artwork and prevail over any other agreement, documentation or communication whatsoever between us and can only be varied if agreed between us in writing. Any special conditions which apply will be set out in the Order Confirmation.

Nothing in these Terms and Conditions is intended to affect any Buyer's statutory rights as a Consumer.

From time to time I may change these Terms and Conditions and it is your responsibility to check the Terms and Conditions which apply as at the time of your order. I also advise you print these terms as soon as you have placed your order.

Any queries must be in writing to the address stated in
art.dorota@gmail.com

3. THE ARTWORK

Details of the Artwork for sale are displayed on the Website. If you need any other information or you have any queries you can contact Dorota Bousquet directly using the "contact" form available on the Website or email uje before placing your order.

The price of the Artwork, which includes any applicable VAT or taxes, is as displayed in Euros on the Website at the time of purchase.

The Price includes standard delivery within EU. The Artist will provide carrier details in your despatch email.

An additional charge will be made for anything other than standard delivery and for International Deliveries (see clause following), according to the address, size and weight of the Artwork. This will usually be displayed under the "shipping tab" on the Artwork page or, where it is not displayed you can contact the Artist directly using the "contact" form available on the Website or email us at art.dorota@gmail.com for these charges once you have decided which Artwork you would like to purchase.

WEBSITE IMAGES

Every artwork on this website is photographed as accurate as possible, which means that the real versus website colours can be slightly different, but only as little as possible. Please, keep in mind that all devices, such as laptops, mobile phones and tablets, all have their own version of displaying a colour, which means Dorota Bousquet cannot guarantee an exact match of the real artwork and the colours

displayed on your screen.

4. PRICE AND PAYMENT

All the prices on this website are based on Euro's including VAT.

Payment is made to us in accordance with the order process on the Website which outlines the current methods of payment which the Website accepts. Use of any payment card or method means that you are confirming that all the information contained within the order is true and accurate and that you are authorised to use the payment method.

A custom painting can be paid through PayPal or a direct bank transfer. You will receive a mail with more information.

5. DELIVERY

Delivery is arranged by Dorota Bousquet to the address, as provided by you on the Order Confirmation.

Delivery times are estimates and not guaranteed. For example, our 48-hour delivery service states that the Artwork will be delivered within 2 business days but this is not a guaranteed service

Please contact us and confirm whether the address you wish to use for delivery qualifies for this before placing your order. There will be an extra charge for other delivery services, and delivery to any address outside EU

Multiple pieces of Artwork may be despatched individually.

Artists may offer a range of delivery options (different shipping methods and services) so please ensure that you, the Buyer, select the option you require. However, sometimes these options may be limited because of the type of Artwork or the country you want the Artwork to be shipped to. If you have any queries about shipping please contact Dorota Bousquet directly using the "contact " form available on the Website.

Although you may have a choice of delivery options, where applicable (such as exercising certain consumer rights), only any basic delivery charges (the cheapest) paid by you are refundable, unless the Artwork that is supplied to you by the Artist is damaged or faulty.

If you have any particular shipping requirements then you must please contact Dorota Bousquet directly using the “contact” form available on the Website.

However, despatch and delivery times are only estimates and i'm not responsible for late delivery or unavailability of Artwork.

You are responsible for ensuring delivery information is accurate and for making arrangements to take delivery of Artwork. Risk in Artwork passes to you upon delivery of the Artwork.

Where you have not made any arrangements to take delivery and delivery has been attempted then you will be responsible for any additional delivery charges incurred.

Delivery of Artwork will usually be by a service which requires a signature (this usually must be someone aged 18 or over), on receipt. Your signature, or that of someone on your behalf, confirms receipt of the Artwork but also the state of the package received.

When you receive your order it is your responsibility to carefully examine both the package (before it is opened) and the Artwork for any damage. If there is any damage whatsoever or if, for example, a package shows signs of damage before it is opened, we highly recommend that you sign for the parcel, 'Received Damaged'. In the subsequent event that the Artwork is found to be damaged, please email me at art.dorota@gmail.com

Every artwork will be shipped registered, which means your package is insured up to 500 euro's. Before shipment, your artwork(s) and package(s) will be carefully checked and packed securely. Your total package includes your unframed artwork(s) and Certificate(s) of Authenticity, this is a piece of evidence that the artwork comes directly from the artist. Please, keep in mind that every country or area, such as the EU, will have its own price when shipping from The Netherlands. You will see your shipping costs at the check out facility.

Dorota Bousquet is not responsible for possible import duties or taxes when shipping abroad.

Frames

If you buy a painting of Dorota Bousquet without a frame, you will receive -as a present- a passe-partout: this is an extra border around the artwork. In this case, you only have to buy a frame to make the painting ready for hanging.

'Can a custom painting be shipped with a frame?'

Yes, in principle it is possible to send a custom artwork with a frame. However, sending an artwork included frame is always a risk: the glass can break during transport, even if it is well packed. How bigger the artwork, the higher risk of damage. The risk is therefore for the buyer, although the package will be as securely packed as possible. Please, keep in mind that artworks from 50×60 cm will have higher shipping costs because now, this size will be considered as 'cargo / XL'. Would you like to know the exact shipping costs, looking at the size and country of destination? Please, send a message to art.dorota@gmail.com I will help you from here!

6. INTERNATIONAL SALES

The price is displayed in euros

Currency exchange rates and charges are your responsibility so you may wish to check this with your own payment provider before placing your order.

You are solely responsible for complying with any import laws and requirements which apply to the country where the delivery address is located.

In addition to the actual purchase price of the Artwork, you will be solely and fully responsible for any and all tax/duty costs, fees, liabilities, handling charges, shipping costs, insurance which may arise or apply to your order and delivery.

This means that Dorota Bousquet will not be responsible for any costs incurred as a result of any delivery of Artwork to you.

With all international sales we also recommend that you

- check the unit of weights and measurements used (for example

imperial inches or metric centimetres)

- remember to allow extra time for delivery of your Artwork
- if you have any queries about the Artwork or shipping and delivery please contact Dorota Bousquet directly using the details they provide on the Website – She will be happy to deal with any questions you have.

7. CONSUMER CANCELLATION RIGHTS

This clause only applies to you if you are a Consumer and want to exercise your Consumer cancellation rights.

Consumer rights legislation means that Consumers (individuals buying wholly or mainly outside their trade, business, craft or profession) who buy at a distance (such as via a Website) have the right to cancel some orders for purchase. If this applies, then you usually have 14 days from the date you receive your order to change your mind, cancel the order and, where applicable, return the items to Dorota Bousquet, to obtain a refund. Dorota Bousquet (seller) is committed to ensuring that they abide by your rights.

If you are unsure as to whether you are purchasing as a Consumer please check this before placing your order. You can contact Dorota Bousquet directly using the “contact” form available on the Website or email art.dorota@gmail.com or by post.

If you would like to return your order, please confirm this in writing by contacting Dorota Bousquet directly using the “contact” form available on the Website or emailing me at art.dorota@gmail.com within 14 days following the date you received your order. I will then help you with information about the Returns Method, about how and when to return the item to us and provide you with a Cancellation Form if you would like to use it or we may also wish to assist by arranging collection of the Artwork from you.

However, once you have cancelled in writing, items can be returned to the Artist (see clause following) although we do advise you to contact us first, before simply returning an item so that we can help you to return the Artwork.

Artwork should be returned unused and in perfect condition with the original packaging, within 14 days of the date you advise us of your cancellation, at your expense to Dorota Bousquet using the postal address as provided on the invoice. I always advise that you return Artwork using a service which provides you with proof of sending.

Unless your item is faulty or we have agreed otherwise with you prior to you returning the Artwork, then you will be responsible for the costs in returning the item to Dorota Bousquet.

We ask that you please repackage the Artwork in its original packaging securely, to guard against damages, and remove all shipping labels and, where applicable, print the address and shipping label I send to you via email on behalf of the Artist and attach to the parcel.

The law enables sellers (Dorota Bousquet) to deduct an amount from your refund if you have diminished the value of Artwork by handling it beyond what is necessary to establish its nature, characteristics and function – i.e. “unreasonable use”.

Unless you have lost the right to cancel, when you cancel an order for Artwork we will refund the amount you paid for the Artwork and the standard delivery costs (the cheapest option we provide). So, for example, if you have chosen any express or next day delivery options you will only be reimbursed the amount of our standard delivery costs.

Refunds are made using the same payment method that you used to pay us. Please bear in mind that some payment methods mean that a refund may take up to 7 days to reach your account.

8. FAULTS, PROBLEMS WITH YOUR ORDER AND RETURNS

Where there is a problem with your order, such as the wrong Artwork arrives or any Artwork is faulty or missing, then I ask to contact Dorota Bousquet directly using the “contact” form available on the Website or email art.dorota@gmail.com within 14 days after the day you received the Artwork.

Consumers may have a right to reject some faulty Artwork but this right

is limited to 30 days from the date you purchased the Artwork.

Ask you to return the Artwork to us

You should retain the Artwork and all original packaging for 30 days so that it can be inspected

When returning any Artwork I ask that you please repackage the goods securely, to guard against damages, and remove all shipping labels and print the address and shipping label I send to you via email, and attach it to the parcel.

Within 14 days of receipt of the faulty Artwork Dorota Bousquet will /
either
repair the Artwork OR
provide a replacement OR

provide a refund, to include any standard delivery charges you paid when you placed your order.

Refunds are made with 14 days of the date the Artwork is receive using the same payment method that you used to pay me. Please bear in mind that some payment methods mean that a refund may take up to 7 days to reach your account

9. LIMITATION OF LIABILITY AND INDEMNITY

Nothing in these Terms and Conditions shall exclude or limit my liability for death or personal injury resulting from my negligence.

I will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or any third party howsoever caused, including as a result of any negligence, breach of contract, misrepresentation or otherwise.

Other than those implied by law where a Buyer is dealing as a Consumer, in the event of our breaching any of these Terms and Conditions, your remedies are limited to damages which in no circumstance whatsoever will exceed the price of the Artwork. Please see clause 11 of the Website Terms.

You will indemnify me against all claims, costs and expenses which I may incur and which arise, directly or indirectly, from your breach of any of its obligations under these Terms and Conditions.

10. COPYRIGHT

The artist Dorota Bousquet keeps all the rights of the artworks, even when someone else has the ownership of the painting(s). Every reproduction of the artwork(s) without permission of the artist Dorota Bousquet is prohibited.