

## WEBSITE TERMS AND CONDITIONS

This website is owned and operated by JK D'Arcy Pty Ltd (ABN 12 138 839 522) ("us", "we" and "our"). By accessing and/or using this website (studiodarcy.com) including purchasing any products from the website you agree to these Terms and Conditions, which incorporate our Privacy Policy (available at <https://studiodarcy.com/pages/privacy-policy> ("Terms"). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

### 1. Art Prints

Photographic Art Prints by Jody D'Arcy ("**Prints**") can be purchased via our website. All Prints are made in Australia.

To order, you must first choose a Print and then select the appropriate size and material.

Sizing: The Prints are available in a range of sizes, between 450 x 670mm to 1000 x 1500mm, as specified on the website.

Material: The Prints are printed on thick cotton canvas for stretching (archival, matte finish and saturated colours), or heavyweight archival cotton rag paper (310gsm, archival matte finish and saturated colours).

We can arrange printing in custom sizes and materials. Please contact us at [shop@studiodarcy.com](mailto:shop@studiodarcy.com) if you would like a quote for a custom order.

### 2. Gift Vouchers

Gift Vouchers purchased from this website are valid for a period of 3 years from the purchase date and must be redeemed online within this period. Our Gift Vouchers may only be used for purchase of Prints from this website. Availability of Prints is subject to availability at the time the Gift Voucher is redeemed. The Gift Voucher number must be entered in the Gift Voucher field on the payment page. This notifies us of the intention to use the Gift Voucher towards the purchase. Acceptance of the Gift Voucher entered as payment is subject to final verification by us upon receipt of your order. If you spend more than the Gift Voucher, we will invoice you for the difference and this must be paid when the order is placed in accordance with these Terms. Any remaining amount left on a Gift Voucher may be used in whole or part towards future purchases until the Gift Voucher expires. Gift Vouchers may not be redeemed for cash. Gift Vouchers are not replaceable if lost, stolen or destroyed, and any that are copied or altered in any way will not be accepted by us or be otherwise redeemable.

### 3. Ordering

All Print prices on the website are in Australian dollars and include GST. Shipping costs will also be added to your order. The prices may be varied from time to time, in our absolute discretion. If you are purchasing from outside Australia GST will be automatically deducted at checkout. Depending on your location, you may be charged sales tax by your country of residence.

### 4. Payment

You must use a credit card to pay for all Print orders. Full payment must be made at the time of ordering. If your payment is successful, you will get an order confirmation email from us. Please check your spam folder if you do not receive this.

### 5. Shipping and Delivery

We are based in Perth, Western Australia. We are able to ship worldwide. Prints generally take about 10 days from the date of ordering to be delivered if delivery is within Australia and 20 days for international orders. A shipping estimate can be provided for international orders by contacting us at [shop@studiodarcy.com](mailto:shop@studiodarcy.com). Shipping times are approximate guidelines only and delays are possible. Deliveries are tracked. Delivery is completed when the Print is delivered to the shipping address you provided when ordering.

## **6. Changes or Cancellation of Orders**

Please contact us via email at [shop@studiodarcy.com](mailto:shop@studiodarcy.com) if you need to make any changes to your order or want to cancel it. We will endeavour to assist, but we are not responsible for revising or cancelling orders once an order has been shipped.

## **7. Refunds and returns**

If you would like to return an item, please email us at [shop@studiodarcy.com](mailto:shop@studiodarcy.com) within 7 days of delivery (or attempted delivery) of your Print order, stating your reason for wishing to return the item, the tax invoice number for the purchase and delivery address. If the item arrived damaged or faulty, you must also provide us with images showing the damage/fault. A refund or replacement will not be provided if the Prints have been misused, mishandled or mistakenly installed by you. We will provide you with a return address and ask that you organise return shipment within a week. Please do not attempt to return the item to us without our prior approval.

You are responsible for paying the cost of the return shipping. You must ensure that the Print is securely packaged for return shipping. We will not accept returns for items that have been damaged in return transit due to insufficient packaging.

If the item is not damaged or faulty upon return to us, we will provide you with a replacement or a full refund. Once the item has been returned to us, we will endeavour to process any refund quickly but please allow up to 20 days.

## **8. Copyright in Prints**

Jody D'Arcy retains all copyright and moral rights in any image purchased as a Print. Prints may not be reproduced, copied, shared or used for any commercial purposes by you without Jody D'Arcy's express written permission and a fee being paid.

## **9. Subscriptions**

You may choose to subscribe to our mailing list when you access certain features of our website or make orders for our products. When you subscribe, you will need to provide us with personal information such as your name and/or email address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

To subscribe for our mailing list, you must be: (i) at least 18 years of age; (ii) possess the legal right and ability to enter into a legally binding agreement with us; and (iii) agree and warrant to use the website in accordance with these Terms.

## **10. Intellectual property rights**

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trade marks and other intellectual property rights) in this website and in all of the material (including but not limited to all Prints, other photographic material, text, graphics, logos and software) made available on this website ("**Content**").

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a personal, non-commercial licence to access the website and view the Content in accordance with these Terms and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited, and may result in civil and criminal penalties. In particular, must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website.

All other use, copying or reproduction of this website and/or the Content (or any part of the same) is prohibited, except to the extent permitted by law.

## **11. Unacceptable activity**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- a) any act that would constitute a breach of either the privacy or any other of the legal rights of individuals;
- b) using this website to defame or libel us, our employees, consultants or other individuals;
- c) uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- d) posting or transmitting to this website any non-authorised material including but not limited to material that is in our reasonable opinion likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise, or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

## **12. Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law ("ACL"), we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be fit for purpose, complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## **13. Limited Liability**

To the maximum extent permitted by law, including the ACL, in no event shall we be liable for any direct and indirect loss, damage or expense (irrespective of the manner in which it occurs) which may be suffered due to your use of our website and/or the Content contained on it (or any part of it), or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date, even if we are advised beforehand of the possibility of such damage.

## **14. Privacy Notice**

We collect personal information about you in order to respond to any enquiries from you, add you to our mailing list, process your Print order, provide you with photography services, and for purposes otherwise set out in our Privacy Policy at <https://studiodarcy.com/pages/privacy-policy>.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners), or as required by law. If you do not provide this information, we may not be able to provide all of our products and services to you. We may also disclose your personal information to recipients that are located outside of Australia, including to third party suppliers and cloud providers located in the US and other countries.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms. If you would like any further information about our privacy policies or practices, please contact us at [privacy@jodydarcy.com](mailto:privacy@jodydarcy.com).

## **15. General**

### **15.1. Entire Agreement**

These Terms, including our Privacy Policy, constitutes the entire agreement between you and us, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the subject matter.

### **15.2. Severability and waiver**

If any court or relevant authority decides that any provision in these Terms is unlawful, void or unenforceable, it shall be severed to the extent necessary and the remaining clauses will continue in full force and effect. The failure of a party to exercise or enforce any right or provision in these Terms shall not constitute a waiver.

### **15.3. Force Majeure**

We shall not be liable for any failure or delay in the performance of our obligations under these Terms arising out of or caused by, directly or indirectly, forces beyond our control, including without limitation the COVID-19 pandemic, any other pandemics or epidemics, acts of God, work stoppages, natural disasters, terrorism, war, civil unrest, governmental action, utilities or communication failure or disruption, or other like event.

### **15.4. Linked sites**

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

### **15.5. Accuracy, completeness and timeliness of information**

While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the ACL, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website, including these Terms.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including these Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website, or if that information is not up-to-date.

### **15.6. Disputes**

If any dispute arises between us, you must first write to us (using the contact details set out at the end of these Terms) and give us an opportunity to resolve the dispute. If the dispute cannot be satisfactorily resolved within ninety (90) days from the date we are notified of a dispute, then either party may contact the other to request mediation or arbitration of the dispute.

### **15.7. Jurisdiction and governing law**

Your use of the website and these Terms are governed by the law of Western Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

## **16. Contact**

If you have any questions or comments regarding these Terms, please contact us using the contact form located on our Contact Page at <https://studiodarcy.com/pages/contact-us>.

**Effective:** 23 November 2020