

## Terms & Conditions of Sale

The following document is considered a '**contract**' between '**you**' (the buyer) and '**we**' (the retailer) and you must read and accept these terms of sale in order to make a purchase.

### 1. Supplier identification

The '**website**'; EDENBANEART.COM is a site operated by Brendan McAllister operating from trading address:

205 Edenbane Road  
Kilrea BT51 5XF  
Northern Ireland

### 2. Privacy Policy & Cookies

Please see our Privacy Policy at: <https://edenbaneart.com/privacy/> for detailed interactions with third party services we use.

Below covers all usage and in particular that pertaining to the sale of goods through our website.

#### Contract execution

Your personal data will be used to provide the information, goods and services offered through our website to you, for billing and order fulfilment purposes only.

#### Cookies & monitoring

A cookie is a small text file that we store on your device. Our website uses cookies to distinguish you from other users of our website. Cookies also provide us with information about how the website is used so we can keep it as up to date, relevant and error-free as possible.

- Strictly necessary cookies - There are no strictly necessary cookies required to visit or view content on the website.

- *Analytical/performance cookie - These cookies allow us to recognise and count the number of visitors to our website and are managed autonomously by 'Google Analytics'.*
- *Functionality cookies - These cookies are used to recognise you when you return to our website or to engage in third party functionality, as such they are managed exclusively and autonomously by 'Google Analytics', 'Facebook', and 'PayPal'.*
- *Targeting Cookies - These cookies record your visit to our website, the pages you have visited, the links you have followed and are managed autonomously by 'Google Analytics'.*
- *We may monitor traffic to our site and collect the following information:*
  - *The public IP address of your computer.*
  - *The referring website from which you have visited our website.*
  - *The reasons for this are:*
    - *To make ongoing improvements to our website based on this data.*
    - *To see our most popular sources of business.*

## **Disclosure of personal data**

*We may disclose your personal data:*

- *To our present or future employees.*
- *If we sell our business.*
- *To agents and service providers.*
- *In cases where we are required by law to pass on information or if we believe action is necessary for fraud, cyber crime or to protect the website, rights and/or personal safety of person(s).*

*We may also disclose aggregate statistics about visitors to our website (customers and sales) in order to describe our services to prospective partners (advertisers, sponsors) and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifiable information.*

*If you are concerned about your data, you have the right, subject to the payment of a small fee to request a copy of the personal data which we may hold or process about you.*

### **3. Product information**

*You must be 18 years of age to purchase goods from our website.*

*The website, this contract and product descriptions are provided in the English language only, as such it is your responsibility and/or risk to proceed with making a purchase or to engage in the functions of the website in any way where lack of understanding may be present.*

*We reserve the right to deliver artwork which has been purchased on our website marked as being 'Framed' in an 'Unframed' state. This is to facilitate the delivery process, which in most cases unreasonably increases the cost and/or logistics of delivery due to the additional packaging and ultimately the increase in size and weight of the package when a frame is included.*

### **4. Right to cancel / refund**

*You have the right to cancel the purchase of a good without having to give a reason at any time within the '**cooling off period**' of seven working days, beginning on the day after you receive the goods.*

*In order to cancel the contract you must notify us by phone (+44 (0) 77 0345 2405) or email ([brendan@edenbanart.com](mailto:brendan@edenbanart.com)).*

*If you are in possession of the goods you are under the duty to retain them and take reasonable care of them. You must send the goods back to us to our contact address at your own cost (unless we delivered the item to you in error or the item is damaged or defective) as soon as possible once you have canceled the contract.*

*We reserve the right to make a charge not exceeding our direct costs (usually the original delivery amount) of recovering the goods if you do not return the goods or return them at our expense.*

*Once you have notified us that you wish to cancel the contract, any sum debited to us will be refunded to you as soon as possible and in any event within 30 days of your cancellation. Refunds will be processed via the original payment method used to purchase the goods.*

## **5. Notices**

*All notices you send us must be sent to the contact details on our website (<https://edenbaneart.com/contact/>) or in the case of a cancellation, as stated above. We may give notice to you at either the email or postal address you provide to us when making a purchase. (Notice will be deemed received and properly served 48 hours after an email is sent or three days after the date of posting of any letter.) In providing the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressees within specified, relevant timeframes stated.*

## **6. Conclusion**

*These terms are governed by English law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident in Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland you may also bring proceedings in Scotland.*