

# Terms and Conditions

## Orders

### Product Description & Prices

I take every care to ensure that the description and specification of my products are correct at the time of publishing. However, as products are handmade there may be some variation and images are for guidance only. As such specifications and descriptions of products on this Website are not intended to be binding and are intended only to give a general description of the products. Furthermore, while the colour reproduction of the products is a close representation, I cannot accept any responsibility for any variation in colour caused by the browser software or computer system used to view the products.

However, errors do sometimes occur and if I discover an error in the price or description of a product you have ordered, I may cancel your order and contact you to ask whether you wish to continue with your order at the correct price or cancel it.

Prices are in £ sterling and are inclusive of UK VAT (at the current rate of 20%) but exclude any local taxes, import taxes and duties which are the responsibility of you, the customer.

A delivery charge (inclusive of VAT) will be added to your order value where appropriate - please see delivery below.

Please note: prices and availability of goods are subject to change without notice.

### Placing an order and payment

By placing an order with me, you agree to and accept these terms and that any and all the information given is accurate and complete.

All orders are subject to acceptance and product availability.

Once you have placed an order for goods First Of March will send you confirmation that your order has been received. You can pay by visa or credit card via Stripe online payments. Full payment will be taken at the time you place your order unless otherwise agreed in writing - usually for made to measure and bespoke commissions.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to me, I will not be liable for any delay or non-delivery.

Where a deposit is required, this will be subject to agreement with you at the time of order and full payment must be made prior to delivery of the order. Deposits are non - refundable.

## Delivery

On dispatch of your order, you will receive a dispatch email from First Of March.

If everything is in stock at the time your order is placed all the items will be dispatched in one shipment.

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If an item is out of stock but due back in shortly I will ship everything else to you and send that one item later.

**Please note:**

## **Insurance**

All items are tracked and insured during transit to you.

## **Packaging**

Due to the nature of the product and to ensure its safety and protection in transit it is sometimes difficult to solely use recycled packaging products. When it is possible we reuse clean pre used boxes and packaging or bio degradable products to reduce our effect on the environment as much as possible.

### *EU Deliveries*

There may be some delays in orders being received in EU countries and I currently do not ship to Russia and the Ukraine

### *Rest of the World*

Certain items cannot be exported to some countries - please contact me for further information. I take every precaution to ensure that you are notified of this before purchase but please contact me if you have any questions.

## **Delivery Times**

Delivery times may vary according to each product so please refer to the product information page for more details. Please note that these are estimated delivery dates only and may be subject to change. Please contact me if you have not received your items as scheduled or within 30 days of the agreed delivery date.

Where shipping is not given on the individual product page, please request information by completing the enquiry form accessed from the individual product page. Carriage will be by the appropriate courier for the piece ordered and delivery address.

Delivery times and carriage for made to measure, commissioned or bespoke pieces will be agreed when the order is placed. Carriage will be by the appropriate courier for the piece ordered and delivery address.

UK mainland delivery - (please contact me via the individual product page)

UK Islands & Europe - (please contact me via the individual product page)

Rest of World - (please contact me via the individual product page)

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Although I make every effort to ensure that delivery schedules are met. I cannot accept liability for any loss or damage (whether direct or indirect) if delivery takes place at any time other than the estimated date for delivery. I will notify you if an item is unavailable or if there is a delay.

## **Delivery fees and carriage**

Carriage will be handled by the courier appropriate for the piece ordered and delivery address. This will be confirmed at the time of order.

## **Hand delivery and installation service is available in certain areas of mainland UK at agreed cost and delivery dates.**

Delivery fees inclusive of UK VAT will be added to the cost of your order and payment taken when your order is placed. Fees may be subject to change without notice.

Where you've requested delivery to a non-UK address, the price paid for the product and the delivery service will exclude UK VAT and any local taxes, import taxes or duties.

Delivery charges may vary according to each product so please also refer to the product information page for more details. Those given below are subject to change without notice.

UK (please contact me via the individual product page)

Europe (please contact me via the individual product page)

Rest of World (please contact me via the individual product page)

## **Returns and refunds**

I want you to be delighted with your purchase, but if you are not, you can return any non- bespoke or commissioned item within 30 days of receipt provided the products are returned complete, in perfect condition, unused and with their original packaging. I regret that I cannot accept returns after this period unless the item has a proven fault.

Whether exercising your legal right to cancel - see below - or returning a product under our returns policy, you do not have a right to return the following/cancel your order in respect of: products that are made to your unique specification or that are personalised for you.

To return an item or item(s) please contact me and return the item(s) within 30 days of receipt to the address below and include proof of purchase and/or order number. I will not accept items back without these.

It is your responsibility to return the goods back to me and all returns remain your responsibility until such time that I have received the parcel. You are also responsible for the cost associated with returning the goods, including any insurance(s) unless the item is faulty - please see below.

You will receive a full refund of the price you paid for the products and any applicable delivery charges to the credit or debit card, or other payment method you used to pay.

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Refunds will be processed subject to the above conditions within 14 days of me receiving the items back.

Please remember it can take three to four days after I have processed a refund payment for it to appear on your credit-card statement.

Please note: From 1st January 2021, returns from EU countries will be subject to UK VAT (20%) for goods valued at £22 or more and EU customers will now be required to complete customs declarations to import the goods into the UK. In addition, import duty may be payable on goods valued over £135. EU customers will continue to be responsible for paying carrier costs as per the existing return process.

## **Damaged or faulty items**

Any items damaged in transit or any discrepancies with orders must be reported in writing by email or post at the addresses below within 48 hours of receipt, so please check your delivery on arrival. Please also send pictures of the damage goods and packaging, so these can be forwarded to the delivering courier.

In the unlikely event that an item is faulty please contact me by email or by post at the address below to arrange return and refund. You will receive a replacement or full refund of the price you paid for the products and any applicable delivery charges to the credit or debit card, or other payment method you used to pay. I will also cover the cost of returning the items to me. If this is greater than the original cost of delivery - please contact me prior to dispatch.

Please take extra care to read any care instructions on the individual product page but if a fault develops outside of the 30-day return period, or the item is difficult to package and return, contact me using the address below before you return the item, so I can discuss the fault with you and agree the best way forward.

## **Your right to cancel**

Under the Consumer Contracts Regulations 2013, you have 14 days after the day you (or someone you nominate) receives the products to change your mind, unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive(s) the last delivery to change your mind about the products. This excludes bespoke, commissioned or special order items which may incur charges as not restockable or resaleable.

If you wish to cancel your order it is your responsibility to inform me of this within the cancellation period.

To meet the cancellation deadline, you must notify me in writing, by email or post, that you wish to exercise your right to cancel before the cancellation period has expired. You can do this by emailing or writing to me at the address below. Please include full product details and the order number when cancelling. It is your responsibility to return the goods back to me and you are also responsible for the cost associated with returning the goods.

Where applicable, please keep a copy of your cancellation notification for your own records.

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If the products have already been dispatched to you or you have already received them, you must return them to me without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of your order to me. **You will have to bear the direct cost of returning the products to me.**

If you are exercising your right to change your mind and cancel the contract, **you will receive a full refund of the price you paid for applicable products and any applicable delivery charges to the credit or debit card, or other payment method you used to pay.**

I will process the refund without delay and, in any event, not later than (a) 14 days after the day I receive back from you any products supplied; or (b) if there were no products supplied, 14 days after the day on which I receive your cancellation notification. I may withhold the refund until I have received the products back.

If you are exercising your right to change your mind:

I may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.

### Substitutions and Exchanges

Where an item is out of stock I will not offer a substitute item.

I regret that unless otherwise stated, exchanges are not currently offered. Please contact me for further information.

Martin Duffy Sculpture

Old Post Office, Ffarmers, Llanwrda, Carmarthenshire. SA19 8LQ

farsculpt@tiscali.co.uk

Returns address - as above

These Terms and Conditions are dated January 2023 and are subject to change.