

# ME ART

ME ART  
TERMS & CONDITIONS  
2020

## 1. INTRODUCTION

1.1 These Terms and Conditions govern your relationship with Me Art Ltd, company registration number [11053105] (VAT Registration Number: 354738377) and apply to all quotations, offers, orders and contracts both written or verbal (for sale of Goods). Please ensure that you read these Terms and Conditions carefully, and check that the details on any quotation, offer, order or contract and in these Terms and Conditions are complete and accurate. If you think that there is a mistake, please contact Me Art to discuss, and please make sure that you ask to confirm any changes in writing to avoid any confusion.

1.2 In these Terms and Conditions, unless stated otherwise: Buyer – means the purchaser of the Goods from Me Art; “Me Art” means the company selling the Goods company registered in England and Wales under company number [11053105] and with registered office at [77 Marsh Wall, South Quay Building, London, England, E14 9SH]. Goods – means the items to be sold to the Buyer by Me Art, either all or part of them as set out in the written invoice issued by Me Art pursuant to clause 2.2; Terms and Conditions – means the terms and conditions set out in this document.

1.3 The Terms and Conditions constitute the entire understanding of the parties and supersede all prior discussions, negotiations, agreements, and understandings, whether oral or written.

1.4 No change or modification of the Terms and Conditions (including change orders) is valid unless it is in writing and signed by all the parties.

1.5 If any part of the Terms and Conditions is held invalid,

unenforceable or void by a court of competent jurisdiction, the Terms and Conditions are considered divisible as to such part, and the remainder of the Terms and Conditions are valid and binding as though such part was not included in the Terms and Conditions to the fullest extent permitted by law.

1.6 The Terms and Conditions are governed by the laws of England (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance and both parties agree to the exclusive jurisdiction of the English courts.

1.7 The Terms and Conditions may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

1.8 Nothing in these Terms and Conditions affects the statutory rights of any consumer.

1.9 If Me Art fails, at any time while these Terms and Conditions are in force, to insist that the Buyer performs any of its obligations under these Terms and Conditions, or if Me Art does not exercise any of its rights or remedies under these Terms and Conditions, that will not mean that Me Art has waived such rights or remedies and will not mean that the Buyer does not have to comply with those obligations. If Me Art does waive a default by the Buyer, it does not mean that it will automatically waive any subsequent default by the Buyer. No waiver by Me Art of any of these Terms and Conditions shall be effective unless it expressly says that it is a waiver and it tells the Buyer so in writing.

1.10 A person who is not party to these Terms and Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## 2. ORDER

2.1 Any offer or acceptance of a quotation made by the Buyer will be deemed an offer to purchase the Goods governed by these Terms and Conditions.

2.2 No offer or acceptance of a quotation will be deemed a binding agreement of sale until confirmation with a written invoice has been issued by Me Art. Upon confirmation, these Terms and Conditions (as they may be

amended by Me Art from time to time) form a binding agreement between the Buyer and Me Art.

2.3 Any Goods or services not confirmed by written invoice issued by Me Art are deemed additional work and must be agreed in writing and signed by both parties. These Terms and Conditions are applicable to any additional work or additional sales to the Buyer by Me Art.

## 3. PURCHASE PRICE AND PAYMENT METHODS

3.1 The purchase price shall be the price offered by Me Art and confirmed to the Buyer by written invoice issued by Me Art.

3.2 The purchase price includes the cost of packaging, delivery, VAT, sale, use, excise or similar duty which may be applied. Any fees, duty or taxes applied will be billed to and paid by the Buyer as set forth on the written invoice issued by Me Art.

3.3 All payment shall be made in British Pounds Sterling and the agreed price is due in full at the time the offered price is accepted and confirmed by invoice, unless agreed otherwise in writing.

3.4 The Buyer will have 10 working days from the date of invoice to make payment in full, unless agreed otherwise.

3.5 Ownership (legal title) of the product will not pass to Buyer until the accepted and confirmed price is paid in full by the Buyer and received by Me Art in cleared funds.

3.6 Late Fees. Any payment not paid in full as per the Terms and Conditions will be subject to interest assessed on funds due at 3 percent per annum over the Royal Bank of Scotland base rate from time to time.

## 4. GOODS

4.1 The Goods to be delivered shall be specifically described in the written invoice provided by Me Art.

4.2 In the event the specific Good is not available as of the date the order is confirmed by written invoice, Me Art agrees to source and replace Goods with Goods similar or greater quality.

4.3 In the event Me Art cannot source Goods acceptable to the Buyer because the ordered Goods are not available, the Buyer will have 7 days to

provide written notice to cancel the order. Me Art will, upon receipt of such notice, refund monies paid in full.

4.4 The Buyer agrees and acknowledges that all specifications and advertising issued by Me Art and any descriptions or illustrations contained in Me Art marketing materials are provided for the sole purpose of giving an approximate idea of the Goods described in them. Me Art is not bound by such descriptions which do not form a part of these Terms and Conditions, nor are they a part of the sales agreement and this is not a sale by sample.

## 5. PRODUCT DELIVERY AND STORAGE

5.1 Unless otherwise agreed by the parties, delivery of the Goods shall be to the Buyer's home or business address.

5.2 The Goods may be delivered framed or unframed. The frame will encase the product and is separate from the actual delivery packaging for the Goods. The client acknowledges that the Goods are unique, rare and of high value and that the value of the Goods can be reduced by merely handling the Goods.

5.3 Me Art will use its best endeavours to deliver the Goods inside the UK by the agreed date or within 90 days' time if no dates are stated from receipt of full payment. All delivery dates are estimates only.

5.4 The Buyer must inspect the Goods upon delivery and advise Me Art of any defects within 10 working days of delivery date or all complaints as to defects are waived.

5.6 Risk of loss or damage to the Goods passes to the Buyer upon sending via Royal Mail or Me Art's courier of choice.

5.7 Where the Buyer requests that the Goods be placed directly in the safe custody of another party on behalf of the Buyer, delivery shall be deemed to take place on the date the Goods are transferred into safe custody.

5.8 Me Art will use its best endeavours to deliver the Goods outside the UK by the agreed date or within 90 days' time if no dates are stated from receipt of full payment. All delivery dates are estimates only.

5.9 Buyer will use its best endeavours to take full responsibility of Goods on delivery. This includes the condition of Goods and all future decisions or costs

in relation to Goods, without exception to storage, transporting or insuring.

5.10 If the Buyer opts for Me Art to recommend storage. Me Art will allow the Buyer to pay them for one year's storage and will forward that cost onto the recommended storage facility without charging any extra fee for this service. Me Art will not handle any monies for or towards insurance. The buyer will be required from that point to deal directly with the storage facility and sign relevant documents with them. Any future storage and insurance costs will be the responsibility of the Buyer.

5.11 If for any reason it is agreed that Me Art shall store artworks for a customer, Me art shall provide a storage agreement outlining where the artwork shall be stored. Me Art will also provide photographs of the Artworks condition when storing. At any time the customer can arrange collection of the Artwork with both Me Art or the chosen storage facility.

## 6. RETURNS

6.1 If the Buyer is contracting as a consumer and has entered a contract for the sale of Goods with Me Art by distance selling means (for example, via the telephone, by mail order or online), the Buyer has a statutory right to cancel for any reason and receive a full refund. The Buyer will receive a full refund of the price paid for the Goods in accordance with Me Art refunds policy (set out below). The Buyer's statutory right to cancel a contract starts from the date of the written invoice issued by Me Art pursuant to clause 2.2 (when the contract between Me Art and the Buyer is formed). If the Goods have been delivered to the Buyer/storage facility, the Buyer may cancel at any time within seven working days, starting from the day after goods are delivered to the Buyer/storage facility.

6.2 If the Buyer is contracting as a consumer and it has cancelled the contract between it and Me Art within the seven-day cooling-off period (see clause 6.1 above), Me Art will process the refund due to the Buyer as soon as possible and, in any case, within 30 days of the day on which the Buyer gave Me Art notice of cancellation. In this case, Me Art will refund the price of the Goods in full (except in the case of sealed Goods as described in clause 6.4). However, Me Art reserves the right to refuse refund of any delivery, processing or administration cost involved in the transaction and the

Buyer will be responsible for the cost of returning the item to Me Art.

6.3 In all other cases not covered by clause 6.1, the Buyer may return any Goods delivered at the Buyer's cost within 7 days of receipt by giving written notification of intent to return to Me Art by registered post, confirmed fax, or confirmed email. If the Buyer decides to return the Goods, the Goods must be returned and received by Me Art within 7 days of receipt of confirmed notice of return from the Buyer. If the Goods are not received within 7 days of receipt of confirmed notice of return from the Buyer, the sale is deemed final and no returns of the Goods will be accepted.

6.4 With the Goods, the Buyer acknowledges that the Goods are unique, rare and of high value and that handling of said Goods can reduce the value of the Goods.

6.5 Once a sale is deemed final, no returns will be accepted, and the Client hereby accepts and waives any claims he/she may have under English law or otherwise.

6.6 The Buyer is responsible for all delivery costs and insurance costs incurred for returned Goods.

6.7 Unless otherwise prohibited by English law, full reimbursement of the purchase price of the Goods, less costs stated above, shall be the Buyer's sole remedy if the Goods are returned for any reason whatsoever.

## 7. WARRANTIES

7.1 Me Art makes no warranties, expressed or implied, except as specifically stated herein. Such warranties are in lieu of all other warranties, written or oral, statutory, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose.

## 8. TERMINATION BY ME ART

8.1 Me Art may terminate this agreement if the Buyer fails to make payment when due or substantially breaches any other obligation of these Terms and Conditions. Me Art may notify the Buyer in writing of such termination and recover from the Buyer payment for Goods sold or work completed. The Buyer is liable for all costs incurred by Me Art about collection of such unpaid funds.

## 9. FORCE MAJEURE

9.1 Provision of Goods supplied to the Buyer covered by the Sales Agreement is contingent upon the non-occurrence of strikes, accidents, delays of carriers, delays of delivery, delay of personnel or other causes unavoidable or beyond the control of Me Art. If performance of the Sales Agreement or any obligation under the Sales Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("force majeure"), and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, supplier failures, shortages, breach, or delays. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

## 10. MEDIATION AND ARBITRATION

10.1 Any disputes between the parties hereto, whether arising under these Terms and Conditions or under any written invoices issued by Me Art or otherwise, which the parties cannot resolve between themselves using good faith shall be referred to a court certified mediator in the County of the principal office of Me Art, and any mediation shall be held in the County of the principal office of Me Art. The Buyer shall bear the cost of said mediation. If said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of Me Art. The arbitration shall be held in the County of the principal office of Me Art. If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay all the court costs and reasonable legal fees incurred in enforcing the ruling or

decision of the arbitrator. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

## 11. INDEMNITY

11.1 The Buyer hereby agrees to indemnify Me Art and undertake to keep Me Art indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Me Art to a third party in settlement of a claim or dispute on the advice of its legal advisers) incurred or suffered arising out of any breach by the Buyer of any provision of these terms and conditions or arising out of any claim that the Buyer has breached any provision of these Terms and Conditions.

## 12. LIABILITY

12.1 If Me Art fails to comply with these Terms and Conditions, it will be responsible for loss or damage that the Buyer suffers which is a foreseeable result of Me Art's breach of the Terms and Conditions or its negligence, but it is not responsible for:

12.1.1 Any loss or damage that is not foreseeable.

12.1.2 Any loss which is not caused by a breach of Me Art or its agents or employees; and

12.1.3 Any business losses, or losses to parties who are not consumers. Loss or damage is foreseeable if they were an obvious consequence of Me Art's breach or if they were reasonably contemplated by both parties at the time the contract is entered.

12.2 Nothing in these Terms shall limit or exclude Me Art's liability for:

12.2.1 Defective products under the Consumer Protection Act 1987;

12.2.2 For fraud or fraudulent misrepresentation;

12.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

12.2.4 Breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or

12.2.5 Defective products under the Consumer Protection Act 1987.

12.3 In any event, the total liability of Me Art in respect of breach of any contract for the sale of Goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise shall be limited to the purchase price for the Goods.

## 13. COMMUNICATION

13.1 All notices shall be in writing and sent by registered post, facsimile or email to the address of the recipient stated in any quotation, order or acknowledgement of order.

13.2 Notices shall be deemed to be received if sent by registered post, on the second day following the day of posting and, if sent by email or facsimile, on day of transmission (if sent before 4:00pm).

13.3 Me Art will only communicate with existing customers or potential customers who have registered interest with Me Art.

13.4 At any time a customer or potential customer can opt-out of receiving communication from Me Art in writing or verbally.

## 14. GENERAL

14.1 Each right or remedy of Me Art under the Contract is without prejudice to any other right or remedy of Me Art whether under the contract or not.

14.2 No failure or delay by Me Art to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power, or remedy.

14.3 The parties do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party of it.

## 15. DISCLAIMER

15.1 This legal notice should be read as an extension of any Terms and Conditions of Me Art. Me Art are not authorised or regulated by the FCA (Financial Conduct Authority). Art are not investments of a specified kind within the scope of the Financial Services and Markets Act 2000 nor are they controlled investments subject to Section 21 of the Financial Services and Market Act 2000 and the Financial Promotion Order. All information provided by Me Art relates to the sale of Art and their price. Me Art does not

deal with “options”, futures or any regulated investments of a specified kind under the Financial Services and Markets Act 2000. No information provided should be deemed to constitute the provision of financial investment or other professional advice subject to regulation under the Financial Services and Market 2000.

15.2 The information and services described in any marketing materials or the website are not intended to be used by or to be available to persons from outside the United Kingdom.

15.3 The value of Art and any income derived from it may go down as well as up and you may not receive back all the money which you invest.

15.4 The services described or recommended in our marketing materials or on the website may not be suitable for all people. You should seek your own professional advice as to the suitability of any such investment or service before you enter into any transaction.

15.5 Any information relating to past valuation of Art is not necessarily a guide to future performance.

15.6 Fluctuations in the rate of exchange may have an adverse effect on the value, price or income of non-sterling denominated Art.

15.7 The information contained in our marketing materials or the website is not intended to be an offer to buy or sell securities, and this website should not be regarded as an offer of solicitation to conduct investment business of any investment or activity regulated by the FCA.

15.8 Me Art will always endeavour to provide the Buyer with the best and fairest possible price for Goods but can never guarantee this is the case nor can it be liable for future values of Goods.

15.9 Me Art does not take responsibility for the authentication of Goods as Me Art does not conduct independent authentication checks on Goods. However, Me Art will always endeavour to supply at all times COAs with printed works and Authentication Documents with original works, however, there may be situations whereby COAs are not available.

## 16. INTRODUCERS/BROKERS

16.1 Me Art will at times allow third party companies to advertise or market their products.

16.2 Me Art will always endeavour to ensure that third parties are acting with integrity but cannot take full responsibility for its agent’s actions.

16.3 All business involving a third party must be subject to Me Art terms and conditions when making a purchase with Me Art and can never be changed or affected by communication from an agent or any other person.

## 17. DATA PROTECTION

17.1 Me Art will hold any personal information provided to it in confidence and in accordance with the Data Protection Act 1998 and other applicable data protection legislation. Me Art will use such personal information for the administration and servicing of your purchase and all other related activities; Me Art may disclose your personal information to its agents and service providers and other members of Me Art for this purpose.

## 18. COPYRIGHT AND CONFIDENTIALITY

18.1 Copyright, trademarks, database rights and all similar rights in this website and marketing materials are owned by Me Art, its licensors or relevant third-party content providers. You may use the information on this site and reproduce it in hard copy for your personal reference only. Such information may not otherwise be reproduced, distributed, stored in a data retrieval system or transmitted in any form or by any means without the prior written permission of Me Art. Nothing in our marketing materials or in this website should be considered granting any license or right under any trademark of Me Art or any third party.

## 19. RIGHT OF FIRST REFUSAL

19.1 In the event that you (“The Buyer”) desires to sell a piece of Art Work, previously acquired from Me Art (“The Company”) or one of Me Art’s joint venture partners and the client has received a legitimate offer in writing from an unaffiliated third party to buy, any work of Art previously acquired from “the company” or one of Me Arts joint ventures, the client shall first notify the Company in writing of the proposed sale (the “sale notice”). Each Sale Notice shall contain all material terms of the proposed Sale, including, without limitation, a copy of the written offer received, the name and address of the prospective purchaser the purchase price and

terms of payment, and the date and place of the proposed sale.

19.2 Company’s Right of First Refusal. The Company shall have an option for a period of ten (10) days from the date the Sale Notice is given to elect to purchase the work of Art at the same price and subject to the same material terms and conditions as described in the Sale Notice (or terms and conditions as similar as reasonably possible). The Company may exercise such purchase option and, thereby, purchase all (or any portion of) the Artwork by notifying the client in writing before expiration of such ten (10) day period as to the Artwork that it wishes to purchase from the client.

19.3 If the Company gives the client notice that it desires to purchase such Art Work, then payment for the Art Work shall be by cheque or bank transfer, against delivery of the Art Work to be purchased at a place agreed upon between the parties and at the time of the scheduled closing, which shall be no later than thirty (30) days after the date the Sale Notice is given. If the Company fails to purchase all of the Artwork by exercising the option granted in paragraphs 19 within the period provided, the Company shall forfeit its Right of First refusal as outlined in Sections 19.2 and 19.3.