

Terms and Conditions of Sale: World Land Trust and World Land Trust Art Gallery

The following terms and conditions apply to all mail order purchases of products from the World Land Trust or World Land Trust Art Gallery¹ (WLT). By placing an order for products from WLT you are deemed to have accepted these Terms and Conditions as governing your order. These Terms and Conditions do not affect your statutory rights as a consumer. They do not apply to donations or gift donations.

We may amend these terms and conditions from time to time. The terms which apply to you will be those which are posted on the WLT website on the date of your order, and which are included in your order confirmation. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Descriptions and images

It is clearly understood that the photographs of the items shown on WLT websites are for reference purposes and are not intended as accurate reproductions. Photos of artwork generally do not include frames; the description will indicate whether the artwork is framed, mounted or unmounted.

Placing orders

Orders may be placed online, by email or phone, or in writing. When you place an order to purchase a product from WLT, we will confirm your order in writing, either by e-mail or post, containing the details of your order. Your order represents an offer to us to purchase a product which is only accepted by us when we send the written confirmation to you. Payment will be required in full, including any packing and carriage charges, before the dispatch of any goods.

We are legally obliged to supply goods in accordance with our contract with you. Your statutory rights are not affected.

Pricing and availability

We reserve the right to vary the prices of the goods offered for sale from time to time without notice. The price at which an item is sold will be the price confirmed with you when you place an order.

We will endeavour to ensure that the prices shown on WLT websites are correct and up to date. If despite our best efforts an item which you have ordered has been mispriced we will act as follows:

- if the correct price is lower than the price shown, we will charge you the lower price;
- if the correct price is higher than the price shown, at our discretion we will inform you of the error, and either cancel the order or ask for your confirmation to proceed.

All prices shown on WLT website and in World Land Trust Art Gallery include any VAT applicable at the relevant rate.

Please note that many of the works of art offered by WLT Art Gallery are sold on commission on behalf of the artist and any VAT applicable is the responsibility of the artist. Please contact us in the first instance if a VAT receipt is required.

The supply of goods by WLT is subject to availability. It is not always possible for us to inform you at the time you place your order whether the goods are still available for purchase. If the item that you have ordered is unavailable, we will inform you as soon as possible, and may from time to time offer a substitute that is of equal or greater value and quality of the original item. If you are not entirely happy with the suggested substitute, you may cancel your order at no cost to yourself. Please note that no alternative or substitute may be offered in the case of artwork (whether originals or reproductions).

Delivery

Costs of packing and delivery for orders placed via our online shop will be added at check-out and will be based on the weight of your order. For artwork shown on our exhibition pages but not available via our online shop the cost packing, insurance and delivery will be quoted on request.

We will endeavour to dispatch your order within 5 working days of confirmation, but in any event within 30 days. If for any reason we are unable to dispatch within an agreed deadline we will inform you and explain the reasons for the delay: in this case you will have the option to cancel your order and obtain a refund.

We cannot deliver to PO Boxes.

Delivery to UK destinations: Small items, books and cards are generally dispatched by 2nd Class Mail, unless you request an alternative method. Original works of art and prints will be dispatched by special delivery or courier to the address specified by you; we will provide a quote for delivery on receipt of your order/enquiry. Payment will not be taken until you have confirmed your acceptance of the delivery cost. You must ensure that someone is available to sign for the delivery on receipt.

¹ The World Land Trust Art Gallery is operated by World Land Trust Trading Ltd (company reg. 5913370, VAT no. 895 604680), a wholly owned subsidiary of the World Land Trust.

Where the goods are lost in transit, WLT will send a replacement if available. Where a replacement is not available, an alternative or substitute may be offered, but if you are not satisfied with the offered alternative your order will be cancelled and a full refund provided. Please note that no alternative or substitute may be offered in the case of artwork (whether originals or reproductions).

Delivery to destinations overseas: A quotation of delivery costs with appropriate options will be provided on request. Insurance where appropriate will be quoted with delivery costs: delivery without insurance will be at the buyer's risk.

The World Land Trust does not accept any liability for any loss or damages resulting from a delay in delivery.

Cancellation and returns

You may cancel an order for any reason prior to dispatch, except where the goods are personalised: orders must be cancelled in writing (by email, fax or post). A cancellation/returns form will be supplied with your order, and may be downloaded from our [website](#).

Orders from UK and EU: If you are not entirely satisfied with your goods for any reason you may cancel your order (except where the goods have been personalised) but you must do so in a clear statement (eg. by letter, fax or email) within 14 days of receipt of the goods, or use the [cancellation form](#). You should return the goods within 14 days of notifying us of your intention to cancel the order. Please ensure that you obtain a proof of postage.

Once we have received the returned goods, we will issue a refund subject to the following provisos:

any prepacked items (eg. packs of cards, videos/DVD, etc), must be returned in a saleable condition, unless they are faulty or damaged; we may reduce the refund if the goods are damaged or show signs of having been unreasonably used.

postage will be refunded only to the standard rate offered; we will not refund if a more expensive delivery option has been chosen by you. If you are returning part of your order, the refund on the postage will be reduced proportionately.

Any cost incurred by you in returning the goods will be refunded if they were faulty, damaged or not as described. You will be liable for the cost of returning the goods if you do so for any other reason (eg. change of mind, or unwanted).

It is expected that you will take reasonable care of any goods you wish to return, and will ensure that they are securely wrapped.

Please allow up to 14 days for us to process the refund.

for Items damaged In transit:

- if you are asked to sign for the delivery, you must indicate at the time of delivery any damage to the outer packaging -failure to do so may affect your claim;
- please retain proof of the damage (eg. photograph of damage to the packaging; please also retain the packaging).

Overseas orders (other than EU): Because of the high cost of overseas shipping, we are unable to guarantee to refund you if you are dissatisfied with your purchase. If your purchase is lost or arrives damaged, contact us for further advice, but please note the following:

- where appropriate we will quote for tracked delivery and/or insurance: it will be at your risk if you decline these options;
- if you are asked to sign for the delivery, you must indicate at the time of delivery any damage to the outer packaging – failure to do so may affect your claim;
- please retain proof of the damage (eg. photograph of damage to the packaging; please also retain the packaging);
- if you wish to make a claim for a lost or damaged item, you must notify us within 7 working days.

Copyright and intellectual property rights

Copyright and all intellectual property rights in the artwork and images of the artwork remain with the original copyright owner and are not transferred on purchase. It is the responsibility of the purchaser to ensure that they obtain the relevant permissions to reproduce, adapt or alter the artist's work in any way.

Force majeure

WLT are not liable for any breach of our obligations resulting from causes beyond our reasonable control.

Governing Law

This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded