

## FEATHERHORSE STUDIO - TERMS AND CONDITIONS

Welcome to the Featherhorse Studio website (featherhorse.com.au). This website is owned and operated by Lisa Quinn-Schofield t/as Featherhorse Studio (ABN 15 598 559 804) (“us”, “we” or “our”). It is important that you read these Terms and Conditions (“Terms”) carefully, as they will govern the agreement between us if you use the website and/or buy products from our online art shop. By accessing and/or using this website, you agree to accept and comply with these Terms. You should immediately cease using our website if you do not agree to these Terms. We reserve the right to change or modify all or any part of these Terms at any time, effective immediately upon publishing on the website. If at any time these Terms are no longer acceptable to you, you should immediately cease use of the website.

### Online Art Shop

#### **1. Use of the Online Art Shop**

Our online art shop allows you to browse and purchase a selection of products, including original artworks and prints by Lisa Quinn-Schofield.

You must be at least 18 years old to use the online art shop. You agree to be responsible for all your use of the website, including but not limited to ensuring that all information that you give to when placing an order is accurate and complete.

You acknowledge that Lisa Quinn-Schofield retains ownership of all copyright and moral rights in all original artworks and prints purchased via this website. Even when the physical property is transferred to you, the artworks may not be reproduced, copied, shared or used for any commercial purposes by you without Lisa Quinn-Schofield’s express written permission.

We have the right to end our agreement with you for your use of the online art shop if you breach these Terms, if we reasonably suspect that you have breached these terms, or if you are engaged in fraudulent or illegal activity in connection with the online art shop or on the website.

#### **2. Original and Commissioned Artwork**

Original artworks in a variety of mediums by Lisa Quinn-Schofield are available from the website. The sizes and materials used for each work are described on the website. All artworks are signed by the artist and will be sent to you rolled in a tube. We do not offer framing. When purchasing an original artwork, you acknowledge that the image may be used for prints or on products created in the future.

Lisa Quinn-Schofield is also happy to accept commissions to create an original artwork for you. Please contact us at [lisa@featherhorse.com.au](mailto:lisa@featherhorse.com.au) if you would like to commission a work.

### **3. Prints**

Prints of original artworks by Lisa Quinn-Schofield can also be purchased in the sizes and materials specified on the website. Limited edition and open prints are available. The number of the print in a limited edition run will be specified. All Prints are made in Australia. Prints will be sent to you rolled in archival glassine paper (acid free) and placed inside a tube with a signed certificate of authenticity. We do not offer framing.

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

### **4. Gift Cards**

Our Gift Cards may only be used for purchase of products from the online art shop. Availability of original artworks and prints is subject to availability at the time the Gift Card is redeemed. When redeeming a Gift Card, the card number must be entered in the relevant field on the payment page. This notifies us of your intention to use the Gift Card towards the purchase. Acceptance of the Gift Card entered as payment is subject to final verification by us upon receipt of your order. If you spend more than the Gift Card, 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 Card may be used in whole or part towards future purchases until the Gift Card expires. Gift Cards purchased from this website are valid for a period of 3 years from the purchase date. Gift Cards may not be redeemed for cash and are not replaceable if lost, stolen or destroyed. Any that are copied or altered in any way will not be accepted by us or be otherwise redeemable.

### **5. Ordering Process**

You can purchase products from the online art shop by adding them to the Cart and following the payment prompts. All orders are subject to acceptance and product availability. Prices listed on the online art shop are correct at the time of entering the information, but we reserve the right to change the price of any product at any time. All prices are in Australian dollars and include GST. Shipping costs will also be added to your order. The total price of your order (including GST) will be displayed prior to purchase confirmation.

A contract of sale will exist once we accept your order by emailing the confirmation invoice to the email address given in your order. The confirmation email will outline the products ordered, payment method, cost and shipping method. You must check that all the details of the confirmation email are correct. Please contact us as soon as possible if they are not.

We will endeavour to assist if you want to make any changes to your order or to cancel it, but you agree that we are not responsible for revising or cancelling orders once an order has been shipped.

### **6. Payment**

Products from the online art shop can only be purchased with a credit card. All purchases will be charged to your nominated credit card upon submission of your order. If your payment is successful, you will get a confirmation email from us. Check your spam folder if you do not receive this. We will also let you know if we are unable to process your order.

### **7. Shipping and Delivery**

At present, we only ship to states and territories in Australia. Most products are sent using Australia Post. It generally takes about 10-14 working days from the date of ordering for an item to be delivered to metro areas within Australia, and up to 20 working days for delivery to regional areas. Please note that these shipping times are approximate guidelines only, as delays are possible. All deliveries are tracked. You will receive an email with tracking details once your order is on the way. You will be able to check the status of your delivery using the tracking details. Delivery is completed when the item you ordered is delivered to the shipping address you

provided when ordering. All orders must be signed for when delivered.

## **8. Returns and Refunds**

Returns and refunds are managed on a case-by-case basis. If you would like to return an item, please email us at [lisa@featherhorse.com.au](mailto:lisa@featherhorse.com.au) within 14 days of delivery (or attempted delivery) of your order, stating your reason for wishing to return the item, the 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 or fault. A refund or replacement will not be provided if the item has been misused, mishandled or mistakenly installed by you. We will provide you with a return address and ask that you organise return shipment within 14 days. You are responsible for paying the cost of the return shipping. You must ensure that the item is securely packaged for return shipping. We will not accept returns for items that have been damaged in return transit due to insufficient packaging. Once the item has been returned to us, we will endeavour to process any refund quickly but please allow up to 30 days.

## **Website**

### **9. 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 original artworks, prints, photographs, 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 and/or the Content is prohibited. In particular, you must not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, 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, the Content or any part of it is prohibited, except to the extent permitted by law.

The Featherhorse name and logo are trade marks owned by us. Use of the Featherhorse name and logo is not authorised without express written permission from us.

### **10. 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 defame or libel Lisa Quinn-Schofield or Featherhorse Studio, or would constitute a breach of either the privacy or any other of the legal rights of individuals; or
- b) posting or transmitting to this website any non-authorised material, including but not limited to material that is likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise, or which contains a virus or anything else 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 to you.

## **11. Privacy**

You will need to supply us with your personal information, such as your name, email and address, in order to purchase products from our online art shop. We collect and use this information to process and deliver your order to you. We may also disclose this information to business partners who support our online shop, such as our credit card payment processing company Stripe, Inc. Stripe Inc's Privacy Policy is available at <https://stripe.com/au/privacy> and its payment terms are available at <https://stripe.com/payment-terms/legal>.

You may also provide us with personal information if you make an enquiry via our website or if you choose to subscribe to Featherhorse Studio. We will collect and use your personal information to send you what you have asked for, such as our newsletter, promotions, advertisements and/or product information. If you do subscribe, you may unsubscribe at any time using the "unsubscribe" link at the end of all our emails or by contacting us.

## **12. Warranties and disclaimers**

The website is provided on an "as is" and "as available" basis. 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, error-free, accurate or up-to-date, that access will be uninterrupted, fault-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 and/or any feature of this website at any time without notice. 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 (or any part of it), or as a result of the inaccessibility of this website, 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.

## **General**

### **14. Entire Agreement**

These Terms 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. Linked sites**

Our website, including the online art shop, may contain links to websites operated by third parties. Those links are provided for convenience only and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on any linked websites. You access the linked websites at your own risk. The linked websites may be subject to third party terms and conditions of use.

### **16. 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.

**17. 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.

**18. Disputes**

If you have a complaint or dispute with us, please contact 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.

**19. Applicable 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.

**20. Contact**

If you have a question, concern or complaint of any kind regarding these Terms, please contact us at:

Email: [lisa@featherhorse.com.au](mailto:lisa@featherhorse.com.au)

Tel: 0401 585 787

Postal Address: PO Box 118, Karrinyup, Western Australia 6021

**Last Updated:** 22 December 2020