

TERMS AND CONDITIONS

1. INTRODUCTION

ELLENMICHELARTIST-POET(ABN 93201516837)- WELCOMES YOU TO THIS WEBSITE AND “WE”, “OUR” AND “US”, REFERS TO ELLENMICHEL-ARTIST-POET. THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AND ANY USE AND/OR PURCHASE OF GOODS AND SERVICES OFFERED BY ELLENMICHEL-ARTIST -POET.

BY ACCESSING AND VIEWING THIS WEBSITE, YOU AGREE TO COMPLY WITH ALL THESE TERMS AND CONDITIONS. YOU WARRANT THAT YOU HAVE THE ABILITY TO ENTER INTO TRANSACTIONS DIRECTLY WITH ELLENMICHELARTIST-POET (AND BY MAKING A REQUEST THROUGH THE WEBSITE YOU ALSO WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE.

THESE TERMS AND CONDITIONS INCLUDING, WHERE APPLICABLE THE OTHER TERMS APPLY TO ALL USERS OF THE WEBSITE, INCLUDING WITHOUT LIMITATION USERS WHO ARE BROWSERS, VENDORS, CUSTOMERS, MERCHANTS, AND/ OR CONTRIBUTORS OF CONTENT. AN INFRINGEMENT OR VIOLATION OF ANY OF THE TERMS AND CONDITIONS WILL RESULT IN AN IMMEDIATE TERMINATION OF YOUR RIGHT TO USE THIS WEBSITE.

THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS ON THIS PAGE WOULD BE DISPLAYED ON OUR WEBSITE. WE RESERVE THE RIGHT TO UPDATE AND CHANGE ANY PART OF THESE TERMS AND CONDITIONS. IT IS YOUR RESPONSIBILITY TO CHECK THIS PAGE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS THE WEBSITE OR USE ANY SERVICES.

2. OWNERSHIP OF WEBSITE

UNLESS OTHERWISE STATED, ALL CONTENT ON THIS WEBSITE IS PROPERTY OWNED BY ELLENMICHELARTIST-POET THIS INCLUDES GRAPHICS, LOGOS, IMAGES, TEXT, AND WEBSITE DESIGN. THEREFORE, ANY UNAUTHORISED USE OF THEM IS STRICTLY PROHIBITED AND COULD RESULT IN INFRINGEMENT OF THE LAW.

3. PRICES AND FEES

ALL PRICING IS IN AUSTRALIAN DOLLARS INCLUSIVE OF GST. ALL GOODS AND SERVICES LISTED ON THE WEBSITE, THEIR INFORMATION AND PRICES ARE EACH SUBJECT TO CHANGE AND WE RESERVE THE RIGHT TO MODIFY,

SUSPEND OR DISCONTINUE THE PROVISION AND/OR SALE OF ANY GOODS OR SERVICES WITH OR WITHOUT NOTICE TO YOU. ALL CREDIT CARDS, DEBIT CARDS, PAYPAL, STRIPE AND CASH TRANSACTIONS ARE CHARGED IN AUSTRALIAN DOLLARS. PAYMENT FOR PAINTINGS AND OTHER MATERIAL IS TO BE MADE ONLINE ONLY VIA OUR WEBSITE, WHICH ENSURES YOUR PURCHASE UPON PAYMENT. PLEASE CONTACT US OR VISIT THE RELEVANT PAGE ON OUR WEBSITE FOR CURRENT PRICING OR IF YOU ENCOUNTER ANY DIFFICULTY.

4. ACCURACY OF BILLING AND ACCOUNT INFORMATION

WE RESERVE THE RIGHT TO REFUSE ANY ORDER YOU PLACE WITH US. WE MAY, IN OUR SOLE DISCRETION, LIMIT OR CANCEL QUANTITIES PURCHASED PER PERSON, PER HOUSEHOLD OR PER ORDER. IN THE EVENT THAT WE MAKE A CHANGE TO OR CANCEL AN ORDER, WE MAY ATTEMPT TO NOTIFY YOU BY CONTACTING THE E-MAIL AND/OR BILLING ADDRESS/PHONE NUMBER PROVIDED AT THE TIME THE ORDER WAS MADE.

YOU AGREE TO PROVIDE CURRENT, COMPLETE AND ACCURATE PURCHASE AND ACCOUNT INFORMATION FOR ALL PURCHASES MADE. YOU AGREE TO PROMPTLY UPDATE YOUR ACCOUNT AND OTHER INFORMATION, INCLUDING YOUR EMAIL ADDRESS AND CREDIT CARD NUMBERS AND EXPIRATION DATES, SO THAT WE CAN COMPLETE YOUR TRANSACTIONS AND CONTACT YOU AS NEEDED.

5. THIRD-PARTY WEBSITES OR LINKS

THE ELLENMICHELARTIST-POET WEBSITE MAY CONTAIN LINKS TO OTHER WEBSITES OPERATED, CONTROLLED OR PRODUCED BY THIRD PARTIES. ELLENMICHEL ARTIST-POET DOES NOT CONTROL, ENDORSE, SPONSOR OR APPROVE ANY SUCH THIRD PARTY WEBSITES OR THEIR CONTENT NOR DOES ELLENMICHEL ARTIST-POET PROVIDE ANY WARRANTY OR TAKE ANY RESPONSIBILITY WHATSOEVER FOR ANY ASPECT OF THOSE WEBSITES OR THEIR CONTENT WITH THE EXCEPTION OF THE WEBSITE ELLEN MICHEL ART SCHOOL.COM.AU

6. PERSONAL INFORMATION

YOUR PRIVACY IS IMPORTANT TO US AND PERSONAL INFORMATION COLLECTED IS SUBJECT TO OUR PRIVACY POLICY AT

[HTTP://ELLENMICHEL-ARTIST-POET.COM/POLICY](http://ellenmichel-artist-poet.com/policy)

7. ERRORS, INACCURACIES AND OMISSIONS

OCCASIONALLY THERE MAY BE INFORMATION ON OUR WEBSITE OR IN THE

SERVICE THAT CONTAINS TYPOGRAPHICAL ERRORS, INACCURACIES OR OMISSIONS AND WHILST EVERY ENDEAVOUR HAS BEEN MADE TO SUPPLY ACCURATE INFORMATION, ERRORS AND OMISSIONS MAY OCCUR, WE RESERVE THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS, AND TO CHANGE OR UPDATE INFORMATION OR CANCEL ORDERS IF ANY INFORMATION IN THE SERVICE OR ON WEBSITE IS INACCURATE AT ANY TIME WITHOUT PRIOR NOTICE (INCLUDING AFTER YOU HAVE SUBMITTED YOUR ORDER).

WE DO NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY DIRECTLY OR INDIRECTLY RESULT FROM ANY ADVICE, OPINION, INFORMATION, REPRESENTATION, OR OMISSION, WHETHER NEGLIGENT OR OTHERWISE, CONTAINED ON THIS SITE.

8. PROHIBITED USE OR INTERFERENCE WITH WEBSITE

YOU MUST NOT ATTEMPT TO USE THE WEBSITE IN BREACH OF ANY APPLICABLE LAWS AND REGULATIONS. YOU MUST NOT CHANGE, ADD TO, REMOVE, DEFACE, HACK OR OTHERWISE INTERFERE WITH THIS WEBSITE OR ANY MATERIAL OR CONTENT DISPLAYED ON THE ELLEN MICHEL ART SCHOOL WEBSITE.

9. COOKIES

WE EMPLOY THE USE OF COOKIES. BY ACCESSING ELLENMICHELARTIST-POET WEBSITE

MOST INTERACTIVE WEBSITES USE COOKIES TO LET US RETRIEVE THE USER'S DETAILS FOR EACH VISIT. COOKIES ARE USED BY OUR WEBSITE TO ENABLE THE FUNCTIONALITY OF CERTAIN AREAS TO MAKE IT EASIER FOR PEOPLE VISITING OUR WEBSITE. SOME OF OUR AFFILIATE/ADVERTISING PARTNERS MAY ALSO USE COOKIES.

10. LIMITATION OF LIABILITY

YOU AGREE AND ACCEPT THAT ELLENMICHELARTIST-POET IS NOT LEGALLY RESPONSIBLE FOR ANY LOSS OR DAMAGE YOU MIGHT SUFFER RELATED TO YOUR USE OF THE WEBSITE, WHETHER FROM ERRORS OR FROM OMISSIONS IN OUR DOCUMENTS OR INFORMATION, ANY GOODS OR SERVICES WE MAY OFFER OR FROM ANY OTHER USE OF THE WEBSITE. YOUR USE OF ANY INFORMATION OR MATERIALS AND ANY PURCHASES ON THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE THROUGH THIS WEBSITE MEET YOUR SPECIFIC, PERSONAL REQUIREMENTS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE, WILL NOT BE

LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, OR FROM ANY SERVICES PROVIDED FROM THIS WEBSITE OR ESTABLISHMENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY US SHALL CREATE A WARRANTY OR LEGAL OBLIGATION; NOR SHALL THE PURCHASER RELY ON ANY SUCH INFORMATION OR ADVICE

11. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ELLEN MICHEL ARTIST-POET AND OUR PARTNERS, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THESE TERMS AND CONDITIONS OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

12. SEVERABILITY

IF ANY PROVISION OF THESE TERMS AND CONDITIONS IS DETERMINED TO BE UNLAWFUL, VOID OR UNENFORCEABLE, SUCH PROVISION SHALL NONETHELESS BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE UNENFORCEABLE PORTION SHALL BE DEEMED TO BE SEVERED FROM THESE TERMS AND CONDITIONS, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY OTHER REMAINING PROVISIONS.

13. ENTIRE AGREEMENT

THESE TERMS AND CONDITIONS AND ANY POLICIES OR OPERATING RULES POSTED BY US ON THIS WEBSITE AND ADDITIONAL TERMS CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN YOU AND US.

14. GOVERNING LAW

THESE TERMS AND CONDITIONS INCLUDING THE FURTHER PRODUCT AND RETURNS POLICY AND ANY SEPARATE AGREEMENTS WHEREBY WE PROVIDE YOU SERVICES AND USE OF OUR WEBSITE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VICTORIA, AUSTRALIA. IN THE EVENT THAT A DISPUTE ARISES, ELLEN MICHEL ARTIST-POET AND YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF VICTORIA, AUSTRALIA.

FURTHER PRODUCT AND RETURNS POLICY

15. PRODUCT DESCRIPTIONS

WE STRIVE TO ENSURE THAT OUR PRODUCTS ARE DESCRIBED AS ACCURATELY AS POSSIBLE ON OUR WEBSITE, HOWEVER WE DO NOT WARRANT THAT THE DESCRIPTION IS ACCURATE. WHERE WE BECOME AWARE OF ANY MISDESCRIPTION, WE RESERVE THE RIGHT TO CORRECT ANY ERROR OR OMISSION.

WE ENDEAVOUR TO ENSURE THAT OUR PRODUCT LIST IS CURRENT HOWEVER WE GIVE NO UNDERTAKING AS TO THE AVAILABILITY OF ANY PRODUCT ADVERTISED ON OUR WEBSITE.

VIEWING OF ART ON YOUR COMPUTER OR PHONE DEVICE MAY VARY FROM THE ART PIECE PURCHASED AS SCREEN IMAGE AND ORIGINAL WORK MAY VARY. IMAGES HAVE BEEN PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND WE DO NOT GUARANTEE THAT ANY IMAGE WILL REPRODUCE IN TRUE COLOUR NOR THAT ANY GIVEN IMAGE WILL REFLECT OR PORTRAY THE FULL DESIGN OR OPTIONS RELATING TO THAT PRODUCT.

16. PRODUCT ORDERS AND TERMS OF SALE

OUR PRODUCTS ARE FOR SALE TO ADULTS OVER THE AGE OF EIGHTEEN (18) YEARS. BY PROCEEDING TO PURCHASE THROUGH OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU ARE OVER 18 YEARS OF AGE.

WE SUPPLY AND DESPATCH OUR PRODUCTS TO CUSTOMERS WITHIN AUSTRALIA AND OVERSEAS. EACH INDIVIDUAL PRODUCT WILL STATE IF THEY ARE SUPPLIED AND DESPATCHED WITHIN AUSTRALIA ONLY OR OVERSEAS. ALL PRICES ARE IN AUSTRALIAN DOLLARS (AUD) AND ARE INCLUSIVE OF GST. OUR PRICES FOR PAINTING AND OTHER MATERIAL CAN BE ACCESSED FROM OUR HOME PAGE AND WE RESERVE THE RIGHT TO AMEND OUR PRICES AT ANY

TIME. PACKAGING AND POSTAGE IS AN ADDITIONAL CHARGE, CALCULATED AT TIME OF PURCHASE OR WE WILL CONTACT YOU TO CONFIRM THE FINAL COST OF POSTAGE TO YOUR ADDRESS. ART FOR SALE ONLINE CAN BE DELIVERED BY AUSTRALIA POST OR OTHER COURIER DEPENDING ON SIZE AND FORMAT. DUE TO THE HIGH COST OF FREIGHT INTERNATIONALLY ON BOXED PAINTINGS, WE CHOOSE THE ROLLED CANVAS OPTION FOR SAFELY FREIGHTING IN A TUBE. PAINTINGS/CANVAS ON BOARD CAN BE BOXED UNFRAMED FOR FREIGHT. WHEN YOU ORDER FROM US, WE REQUIRE YOU TO PROVIDE YOUR NAME, ADDRESS FOR DELIVERY, YOUR EMAIL ADDRESS, TELEPHONE CONTACT AND CREDIT CARD DETAILS. WE UNDERTAKE TO TAKE DUE CARE WITH THIS INFORMATION; HOWEVER, IN PROVIDING US WITH SUCH INFORMATION YOU ACCEPT THAT WE ARE NOT LIABLE FOR ITS MISUSE DUE TO ERROR IN TRANSMISSION OR VIRUS OR MALWARE.

WE UNDERTAKE TO ACCEPT OR REJECT YOUR ORDER WITHIN 5 DAYS. IF WE HAVE NOT RESPONDED TO YOU WITHIN 5 DAYS, YOUR OFFER IS DEEMED TO BE REJECTED. WE ARE NOT REQUIRED TO GIVE REASONS FOR REJECTING YOUR OFFER TO PURCHASE HOWEVER THE MOST LIKELY REASON FOR REJECTING YOUR OFFER WILL BE THAT WE DO NOT CURRENTLY HAVE THAT PRODUCT IN STOCK.

TITLE IN THE GOODS PASSES TO YOU WHEN WE HAVE RECEIVED PAYMENT. ALL RISK OF LOSS OR DAMAGE TO THE GOODS PASSES TO YOU WHEN WE DESPATCH THE GOODS.

17. ORDER CANCELLATION DUE TO ERROR

WHERE A PRODUCT HAS BEEN LISTED AT THE INCORRECT PRICE OR WITH INCORRECT DESCRIPTIVE INFORMATION OR IMAGE DUE TO TYPOGRAPHICAL ERROR OR SIMILAR OVERSIGHT, WE RESERVE THE RIGHT TO CANCEL A TRANSACTION. WHERE YOUR CREDIT CARD HAS BEEN CHARGED, WE WILL IMMEDIATELY REFUND YOUR CREDIT CARD FOR THE TOTAL AMOUNT DEBITED.

18. PRODUCT RETURNS AND DELIVERY INFORMATION

PLEASE CHOOSE BEFORE MAKING YOUR PURCHASE. WE DO NOT OFFER REFUNDS OR EXCHANGES FOR CHANGE OF MIND.

19. FAULTY PRODUCTS

FOR FAULTY PRODUCTS, EXCLUDING ART CANVASES/PAINTINGS FOR SALE, PLEASE ADVISE US WITHIN SEVEN DAYS. YOU WILL BE REQUIRED TO PROVIDE COMPREHENSIVE PHOTOS OF THE FAULTY PRODUCT. IF A PRODUCT, EXCLUDING CANVASES/PAINTINGS FOR SALE, IS DEEMED FAULTY WE WILL EITHER REPLACE THE PRODUCT OR REFUND YOUR MONEY.

20. DAMAGE OR LOSS

AS WITH ANY DELIVERY ITEM, THERE IS THE CHANCE OF LOSS OR DAMAGE DURING DELIVERY.

WE USE REPUTABLE FREIGHTERS/COURIERS AND WILL INCLUDE INSURANCE COVER FOR DAMAGE OR LOSS OF YOUR PRODUCT/S IN TRANSIT.

WE WILL USE THE ADDRESS YOU PROVIDE ON PAYMENT TO CHOOSE A COURIER/FREIGHTER TO DELIVER YOUR PURCHASED PRODUCT. WE WILL FORWARD YOU THE FREIGHTER'S INFORMATION AND COSTS INCLUDING INSURANCE FOR LOSS AND DAMAGE FOR YOUR APPROVAL AND PAYMENT BEFORE YOUR PRODUCT IS SENT TO YOU.

IF YOUR PRODUCT IS LOST IN TRANSIT OR IS DELIVERED TO YOU DAMAGED IN

TRANSIT, YOU MAY BE ABLE TO CLAIM REIMBURSEMENT OF THE COST OF THE PRODUCT FROM THE COURIER/FREIGHTER'S INSURANCE TAKEN OUT AT TIME OF POSTAGE.

IF YOUR PRODUCT IS LOST OR DAMAGED, YOU MUST NOTIFY ELLEN MICHEL ARTIST-POET ON THE DAY OF DELIVERY, OR WITHIN 1 BUSINESS DAY. PLEASE SEE OUR CONTACT INFORMATION BELOW.

ON RECEIPT OF YOUR NOTIFICATION, WE WILL EMAIL YOU THE DETAILS OF THE COURIER/FREIGHTER'S INSURANCE. YOU ARE REQUESTED TO CONTACT THE COURIER/FREIGHTER OR INSURANCE COMPANY TO CLAIM FOR THE DAMAGE TO YOUR PRODUCT.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE PACKAGING AND YOUR PRODUCT INSIDE THE PACKAGING IS NOT TAMPERED WITH OR DAMAGED IN ANY WAY BEFORE YOU SIGN FOR AND ACCEPT YOUR PRODUCT FROM THE FREIGHTER/COURIER.

IT IS YOUR RESPONSIBILITY UNDERSTAND WHAT YOU NEED TO DO IN EVENT OF A CLAIM, FOR EXAMPLE, TO ENSURE THAT

COMPREHENSIVE PHOTOGRAPHIC EVIDENCE IS GATHERED TO PROVE THE DAMAGE.

EACH COURIER/FREIGHTER WILL HAVE THEIR OWN INDIVIDUAL LOSS OR DAMAGE POLICY. AS STATED ABOVE, YOU WILL BE PROVIDED WITH THE DETAILS OF THE COURIER/FREIGHTER PRIOR TO SHIPPING OF YOUR PRODUCT SO YOU CAN READ THEIR LOSS OR DAMAGE POLICY AND CONFIRM YOUR AGREEMENT TO USE THIS COURIER/FREIGHTER.

21. COMMISSIONED ARTWORKS

FOR COMMISSIONED ART WORKS, WE DO NOT OFFER REFUNDS OR RETURNS ON SUCH PIECES. THE CUSTOMER TAKES FULL RESPONSIBILITY FOR THEIR CHOICES AND AGREE TO TAKE THE ARTWORK WHICH ELLENMICHEL/ELLEN MICHELARTIST-POET PRODUCES.

