General

The terms and conditions here apply to any of the products ('Products') listed on our website www.vangoghstudio.com. By ordering any of our products and services you agree to be bound by these terms and conditions.

We reserve the right to amend this notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

Product Descriptions

Van Gogh Studio's paintings are all hand-painted by individual artists and as a result, there may be some variations in the oil painting that you receive and the picture displayed on our website. Descriptions of the goods and services included in the Van Gogh Studio site are accurate to the best of our knowledge. We do our best to correct errors or omissions as soon as we are aware of them. However, you should be aware that the colours and appearance of images may vary very slightly depending on your monitor.

If a product delivered by Van Gogh Studio is not as described or depicted on our website, your sole remedy is to return it to Van Gogh Studio in an undamaged condition, within 7 days of arrival, for a prompt and courteous refund of your purchase price. We will not cover the actual shipping and handling costs to ship the order to you.

Age of Users

You must be at least 18 years old to use our website. In addition, Van Gogh Studio does not knowingly market to or knowingly solicit information from any minors under the age of 18. Van Gogh Studio relies upon parents, guardians and those responsible for supervising minors, to determine if any of the content or products available from our website is appropriate to view by minors. Each time you purchase a product from our website, you certify to Van Gogh Studio that you are 18 years of age or older.

Price and Payment

The price of the products and our delivery charges will be as quoted on our site. Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than ourstated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

Payment takes place immediately after your order has been made. Payment options are: Paypal, credit/debit cards or bank transfer, without any deductions.

Making a Contract with us

By placing an order through our site, you warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.

Once we receive payment an email will be sent to the address provided in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

Product Returns

If for any reason you are not 100% satisfied with your purchase, you may return it to us within 7 days after receiving the product for a prompt and courteous refund of your purchase price, less the actual shipping and handling costs to ship the order to you, unless the return results from a shipping error of the company. All returns must be sent to us at the customer's expense.

We reserve the right to refuse the refund or deduct a charge if the item is returned in a damaged and unsalable condition.

Unfortunately, we are unable to accept returns of oil paintings that have been altered in any way by the customer. Oil paintings ordered with any custom changes (i.e. custom sizes, custom colors, adding or deleting parts to the oil painting) can only be returned for a store credit. Please note that for international customers, customs charges and import/excise taxes are not refundable.

We will aim to refund a purchase using the same method that was originally used by the customer to pay for that particular order.

Refund of 'returned products' lost in transit will not be considered unless proof of posting is supplied.

Order Cancellation Due

Where a product has been listed at the incorrect price or with incorrect descriptive information or image due to typographical error or similar oversight, the company reserves 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.

You may cancel your order within a period of 24 hours from purchase date. To cancel your order you must notify us in writing to info@vangoghstudio.com quoting your name and reference number.

Availability of Goods

All products and services are subject to availability and may be withdrawn at any time. If we do not supply the goods for any reason we will not charge you for these and we will refund any monies already paid for them. Most paintings have a lead time of 1-6 weeks depending on complexity of painting and quantity, but please view individual products on the site for approximate lead times.

The total price you pay for the goods will be shown at the checkout. Van Gogh Studio is entitled

to adjust the advertised price to take account of any increase factors such as imposition of any new taxes or duties, typographical error, error in pricing information from suppliers or website database error. Should Van Gogh Studio have cause to adjust the price you will be offered the opportunity to cancel the order before the despatch of the goods and notified as soon as possible.

All lead times are approximations and are subject to change.

Import Duty

If you order products from our site for delivery outside of The Netherlands, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

Personal Information

Van Gogh Studio only collects personal information from online visitors on a voluntary basis, and only during registration or placing an order. Visitors purchasing goods and services online will need to provide their name, mailing address, telephone number (your telephone number may be given to our courier), and email address. These details allow us to process your order and to let you know the status of your order.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Data Protection Policy

Van Gogh Studio fully endorses and adheres to the principles of Data Protection as set out in the Data Protection Act 1998.

We will only collect personally identifiable information to the extent deemed reasonably necessary to serve out legitimate business purposes, and we will maintain appropriate safeguards to ensure the security, integrity and privacy of the information you have provided us with. By using this site, you signify your consent to the Van Gogh Studio Privacy Policy. If you do not agree to this policy, please do not use this site. We reserve the right to make changes to this policy.

We do not store credit card details nor do we share customer details with any 3rd parties.

Misuse of Our Site

Van Gogh Studio reserves the right to suspend or terminate any customer's account or open orders which are, or appear to us in our absolute discretion, to be, in breach of any of the provisions of this agreement.

Changes to this Agreement

We have the right to revise and amend these terms and conditions to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within 7 working days of receipt by you of the products).

Disclaimer & Liability

We reserve the right to change, modify, substitute or remove without notice any information on the site. We will endeavour to ensure that all descriptions and illustrations of the items on the site or otherwise provided to you by us are accurate but there may be slight variations due to print and publishing limitations.

Events Outside of Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control.

Governing Law

These terms and conditions shall be governed by and interpreted in accordance with Dutch law and the Dutch courts shall have exclusive jurisdiction to resolve any disputes.

Copyright Infringement

If you believe that material has been posted on our website in a way that infringes on a copyright that you own, please email us at info@vangoghstudio.com, detailing the infringement of copyright and the supporting documentation.

Privacy Policy

Please note, your privacy is a great priority with us here at Van Gogh Studio. So pelase note we do not store credit card details nor do we share customer details with any 3rd parties.

Entire Agreement

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of our goods to customers. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. The company accepts responsibility under these terms and conditions for its commitment to you.