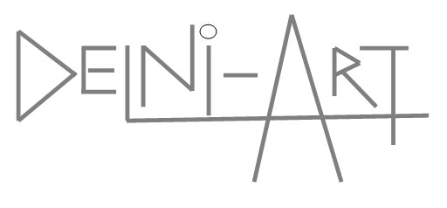
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**Booking and purchasing with Delni Art**

**Terms & conditions**

These terms and conditions (the “Terms”) apply to all purchases of merchandise and publications made by you through the website under the domain name www.delniart.co.uk (the “Website”). Please read these Terms carefully before using the Website. By using the Website, you signify your agreement to be bound by these Terms.

**Disclaimer**

The Website is maintained by Delni Art, the trading company of the Delni Art. Orders for merchandise and publications are placed with Delni Art.

**PRODUCTS**

**Availability, prices and information**

The products on the Website are offered subject to availability.

All prices are in £ sterling, including tax where applicable, and must be paid. Customers and not Delni Art are responsible for customs duty and taxes prevailing in their own country.

Delni Art takes every care to ensure its product descriptions, price, colour and availability are accurate. However, there may be some changes which are beyond Delni Art’s control and variations are to be expected in handmade products. Sizes are given as a guide only.

**Ordering**

Delni Art will treat each order for goods, which is confirmed when you submit your booking or order, as an offer by you to purchase the goods and services subject to these Terms. You are responsible for ensuring the accuracy of your order and Delni Art shall supply you, subject to availability, with the quantity and specification of goods and supplies set out in your order. Delni art shall confirm each order by e-mail and such confirmation shall be Delni Art’ s acceptance of the contract. In delivery involved, products will be delivered to the address you indicate on the order. The risk of damage to or loss of the products passes to you at the time of delivery.

**Payment**

You can pay for your booking/order either at our studio gallery or over the phone using American Express, MasterCard, Visa and their debit card alternatives. Delni Art also accepts Maestro and Switch, but it is unable to accept non-UK Electron. Delni Art does not retain your card details after processing your payment.

**Returns and Damaged Goods**

The following states the provisions of the Terms relating to returns and damaged goods. They do not affect any statutory rights that you may have as a consumer.

By law, customers in the EU have the right to withdraw from the purchase of the Goods before you are notified that any of the purchases have been dispatched. In addition, you have the right to cancel your purchase within 14 days of the day after the date your purchase have been delivered (the statutory cooling off period). You must notify Delni Art of your wish to cancel your purchase (see Refunds and Returns page). You must then return any unwanted Goods, unused and with the original packaging within 14 days of notifying Delni Art of your decision to cancel. Delni Art will then reimburse you the purchase price within 14 days of receipt of the returned Goods. Please note that unless they are defective, Delni Art cannot refund or exchange Goods that have been personalised or damaged.

In the unlikely event that your Goods arrive faulty or damaged, please contact the team (delniart@gmail.com) to arrange the return of these Goods. Please also state the nature of the defect and let us know if you would prefer a refund, a replacement, or where possible, a repair. Please note that Goods that are unique cannot be replaced. All faulty or damaged Goods shall be returned in the original packaging with all relevant documentation. Please ensure the correct return postage has been paid. This will also be refunded when you return the Goods to Delni Art.

Delni Art recommends that you use a recorded delivery service or obtain a Certificate of Posting, as the parcel remains your responsibility until it reaches Delni Art. Delni Art’s returns policy does not affect your statutory rights.

Goods should be returned to Delni Art at:

Delni Art

Studley Grange Garden Centre

Hay Lane, Wroughton

Wiltshire, SN4 9QT

United Kingdom

**Service access**

While Delni Art endeavours to ensure that this Website is normally available 24 hours a day, Delni Art will not be liable if for any reason this Website is unavailable at any time or for any period.

Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Delni Art’s control.

**Privacy policy**

Delni Art respects your privacy and will use the information you provide to fulfil your order. Your placement of an order is taken as consent to this process. Customer and order data may be used as part of statistical analysis. Delni Art will give you the option of receiving further information from it, and from other selected organisations, when you make your purchase. Delni Art will treat your personal data in accordance with the Delni Art privacy policy

**Amendments**

Delni Art reserves the right to amend or revise these Terms at any time without notice. Any changes to the Terms apply with immediate effect from the date of publication on the Website. By continuing to use this Website after any changes are made you accept those changes and they are binding on you.

**Limitation of liability**

Delni Art’s liability to you is limited to refunding the price of the products as provided above. Delni art is not responsible to you to any greater extent and in particular is not liable to you for any indirect or consequential loss (including without limitation financial loss such as loss of profit, or otherwise) that you may incur as a consequence of its failure to comply with these Terms. This clause does not operate to exclude or limit Delni Art’s liability in respect of death or personal injury caused by its negligence.

**Law and jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising in relation to the Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Contact**

If you would like further information regarding our products or services, please telephone e-commerce team on 0044 7866075474 or email delniart@gmail.com. Our opening hours are Monday to Saturday: 10.00 to 1600 BST.

These Terms were issued on 21 Oct 2023

Workshops and Events

**Places reserved**  
Places are limited and subject to availability. Delni Art cannot guarantee your place until your place has been confirmed by us. Delni Art reserves the right to refuse an application for attendance.

Concessions are not available for courses and classes. Prices are available for entire courses only – there are no reductions for attending only part of a course.

In the event of a course being full, a waiting list will be in operation on a first-come-first-served basis.

**Attending the workshops/event**  
Participants must be aged 18 or over unless specifically advised by Delni Art.

If you are late attending, you may not be admitted, or admitted only at an appropriate break-time if your admittance might disturb other participants.

Where your conduct is unacceptable (in the Delni Art’s reasonable opinion), we reserve the right to request that you leave the workshop or event. No refund of fees will be made. The Delni Art shall not be responsible for loss or damage to your personal property brought into the Delni Art venue.

**Cancellations, refunds and exchanges**  
If you are no longer able to attend a workshop which you have booked, you may cancel the booking and receive a refund provided that you give us sufficient notice.

If you cancel your workshop at least 14 whole days before the start date, you will receive a full refund. If you cancel your workshop less than 14 whole days before the start date, you will only receive a full refund if we resell your place. If we do not resell your place, no refund will be given.

You may not resell or transfer your place on a workshop without Delni Art’s prior written consent.

Delni Art reserves the right to:  
• Reschedule workshops and events;  
• Make alterations to the published details of a workshop or event; and/or  
• Cancel a workshop or event.

In the event that a workshop is rescheduled or cancelled, we will attempt to give you as much notice as possible. Where a workshop is rescheduled, you will be given the option to either book a place on the rescheduled date or receive a full refund. In the case of cancellations, you will receive a full refund.

For the avoidance of doubt, Delni Art will not be responsible for any travel, accommodation or other costs and expenses associated with your attendance, or planned attendance, at a workshop or event

**Personal Data and copyright**  
We will hold your data in accordance with Delni Art’s privacy Policy.

By booking the class or course you consent to the photographing, recording and filming of yourself and any artwork you create for the Delni Art’s promotional purposes.

When you share your work from a workshop or event with us by email or on social media you:

(i) grant to Delni Art a perpetual, royalty-free, non-exclusive license to use, reproduce and modify your drawing, for use in any media including on the Delni Art website and social media channels.

(ii) warrant that the drawing is your own original work and you have the right to make it available for the use described;

(iii) agree to waive any moral rights in your drawing, including to be acknowledged as author (or where any such rights cannot be waived, not to assert such rights);

(iv) allow Delni Art to use your name and / or social media handle on the Delni Art website and social media channels.

Copyright and other intellectual property rights in the materials provided to you during the workshop or event and in the workshop or event content at all times belong to Delni Art. All materials provided to you by Delni Art are for your personal use only. Any commercial use is prohibited.