

Ms Pacifica Start-Up Lab Limited

Terms and Conditions of Contract: **Purchasing Online Art**

THE PARTIES

The Service Provider: Start-Up Lab Limited - Trading as Ms Pacifica

The Client/Buyer: _____

- Description:** The Service Provider shall provide the Goods and Services as described in the product description of the relevant product(s) purchased on www.mspacifica.com. The description shall include a photograph that shows the work, information about the medium used, size, substrate, weight (if applicable) and if the piece is an original or a print/reproduction. The description will include if the artwork is framed or unframed.
- Packaging:** In providing the Artwork the Service Provider shall exercise the degree of skill, care and diligence in the packaging of the artwork for shipping by others. In some situations there will be a choice of shipping which may include the canvas taken off its stretcher, and rolled with tissue, plastic wrapped and shipped in a tube at a lesser shipping cost, or shipped complete with stretcher/frame in a double cardboard artbox. Prints may also be shipped flat or rolled depending upon size which will be agreed at sale. Once the item is delivered to the buyer's address, the responsibility is with the buyer.
- Payment:** Payment for the goods and services available online is made at the time of order and once payment has been cleared the products are available. Online materials are available for download directly from the website – or failing that, in electronic format as soon as possible after the payment. No refund is available after payment of the Goods or Services.
- Timing:** The Service Provider undertakes to package and send the works generally within 7 days of payment and to provide the buyer with the 'track and trace' details of the package in transit. The Service provider is not responsible for the delivery time once the shipping company has the product. If there is a delay in the packaging/sending of any product the Service Provider will advise the buyer and attempt to resolve the issue. If the product cannot be shipped within a month of purchase the buyer can opt for a full refund provided the goods are not already in the possession of the shipping company.
- Copyright and Ownership:** the service provider warrants that the artwork is their own creation and that they are a legal owner and have the right to sell it. When an original artwork is sold and paid for the service provider retains the full rights to the digital version of the artwork and to print reproductions. The digital version may be used for any marketing or promotional use.
- Intellectual Property:** The Service Provider shall retain intellectual property/copyright in all works created by the Service Provider. As far as possible the Service Provider warrants that the works are original and are not copied or forged from work of other artists.
- Website:** The Service Provider will use its reasonable endeavours to ensure the availability of the website and services, subject to usual maintenance, system and internet disturbances and force majeure. The Service Provider takes no responsibility for any system unavailability or for any loss incurred as a result of website or services being unavailable. While every effort has been made to keep the information contained on this website current, the Service Provider gives no warranty in this regard.
- Mediation:** The Parties shall attempt in good faith to settle any dispute by mediation. These Terms may not be varied without the prior written consent of the Service Provider.
- Law:** This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars. If the Service Provider does not exercise or enforce any right available to it under these Terms that does not constitute a waiver of its rights. If any provision of these Terms becomes or is held to be invalid, unenforceable or illegal for any reason, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

Name: C O'Donnell Company: Director Start Up Lab Limited