

Andrew McKeown's Terms and Conditions

Introduction

Please read these Terms and Conditions carefully. We may at any time revise these terms and conditions, without consultation.

You will be asked to expressly agree to these Terms and Conditions before you place an order for products from our website.

Interpretation

Andrew McKeown online provides the services on the Site to you subject to the following Terms and Conditions. By accessing or using the Site, you are acknowledging that you have read, understood, and agree, without limitation or qualification, to be bound by these Terms and Conditions.

"The Company / We / Our/ Us" means Andrew McKeown.

"The Buyer / You" means the person, firm or company ordering or buying goods from the company.

In the case of a consumer transaction none of the terms and conditions shall affect the statutory rights of the buyer.

About us

This website is owned by Andrew McKeown whose business address is:
Andrew McKeown, Platform Arts Studios, Middlesbrough Train Station, Zetland Rd,
Middlesbrough, TS1 1EG, UK.

Email: info@andrewmckeown.com

Tel: 01642 321104

Privacy Policy

Please read our [Privacy Policy](#) it forms part of these Terms and Conditions and governs your visit to Andrew McKeown website, this will help you understand our privacy practices.

Our Contract with you

After placing an order, you will receive an email from us acknowledging that we have received your order. This does not mean that we have accepted your order. Your payment of the price for the goods represents an offer on your part to purchase the goods. Unless we have notified you that we do not accept your order or you have cancelled your order in accordance with the Cancellation section of the site, our acceptance of your order and the completion of the contact between you and us will take place when we have dispatched the goods ordered by you. To cancel your order after it has been dispatched to you, you will need to follow the Returns Policy and Procedure. Our acceptance of your order brings into existence a legally binding contract between us.

Payment & Prices

Payment and postage terms may vary on individual items.

Payment can be by Pay Pal, Bank Transfer and Cheque. Payment will need to clear into our bank account or PayPal account before goods are delivered.

We reserve the right to amend our prices without notice from time to time but this will not affect orders/contracts that are already in place.

By completing our online ordering process you confirm that the credit/debit card used for the transaction(s) belongs to you.

Vat Charges

Vat is applied to the list prices at the rate of 20%

All prices displayed are in UK pounds sterling and exclude UK VAT. VAT is applied to your order in the checkout at the rate of 20%. A separate delivery charge will also be applied and this is also subject to VAT of 20%. The delivery charge and VAT charge will be clearly indicated in the CURRENT ORDER summary prior to you confirming your order.

Your Warranties - You warrant to us that:

- a) The information you supply in your order is accurate and complete.
- b) You are able to accept delivery of the products.
- c) You are resident in the UK
- d) You are legally capable of entering into contracts which are binding and you have the power and ability to agree to these terms and conditions.

Shipping and Delivery:

The buyer pays for delivery. Shop ship to locations - United Kingdom only
Shipping is possible worldwide via contract/order and can be discussed via email.

Please refer to our detailed delivery information in these Terms and Conditions which is set out below in the section '[Detailed Delivery](#)'.

Please read the '[Delivery](#)' section on our website for information on delivery costs, areas and time periods. Collections can be arranged via email/phone, from our premises at Platform Arts Studios, Middlesbrough Train Station, Zetland Rd, TS1 1 EG.

We will deliver the goods in accordance with the delivery option selected by you during the order process. See delivery section of our site. Any delivery timescales quoted are indicative only. Orders may be delivered in one or more parts. We do not accept any liability whatsoever for delayed delivery caused by any third party.

Before you place your order, you will be able to check if you have made any input errors by reviewing your details. You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

Risk and Ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

We will retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us.

Refunds & Returns

Under the Consumer Protection (Distance Selling) Regulations 2000 you have the right to return the product within 7 working days from one day after date of receipt for any reason, but at your own cost and risk (except Made to Order products, see below). Adequate insurance should be taken out to cover any risk, loss or damage caused while returning the product to us and we advise using a signed for service.

The prompt return of goods will result in a prompt refund.

Refunds are returned via the same method you used to pay, or we can send a cheque on request. Refunds are issued within 30 days from the product arriving back from the customer in a good, re-sellable condition.

Please note: We do not refund the delivery charge on cancelled orders (where you have simply changed your mind). All goods must be returned in unused condition.

If you refuse to accept an order from our couriers, you may be responsible for any additional courier costs, including the cost of returning the items to us. If you are refusing the order simply because you have changed your mind, you will be responsible for the costs of returning the goods.

Faults and warranties

All our products have a one year manufacturer's warranty, if you consider an item to be faulty please call us as soon as possible. We may be able to help solve the problem over the phone. If you are refusing the goods because you believe they are damaged, we will check the goods are damaged when they are returned to us. If they aren't damaged, we may have to charge you the cost of returning the goods to us.

If the item needs to be returned for inspection, we will discuss with you how to return the item; this may involve you shipping the item back to us. We will arrange for the collection of faulty goods or goods that have arrived damaged, please contact us as soon as possible to discuss the problem and arrange a collection (if one is required). If the goods have arrived faulty or damaged please be ready to provide photographic evidence to us so that we can assess the problem with our product.

This warranty will be invalid if de-icing products are used on our cast stone products. This warranty will also be invalid if chemicals are used on our resin bronze and resin bronze concrete products.

Please check first with us how the item should be returned.

In the unlikely event that a product develops a fault once you have received it, we will at our discretion either repair it, replace the faulty part or offer a refund or partial refund. If the product develops a fault within 30 days we will offer a full refund or replacement.

'Bespoke' or 'Made to order' items.

Unfortunately, items made to order or 'bespoke' cannot be cancelled or returned. Made to order or bespoke items will usually be described as such on the website, however anything made from 'Galvanised Steel' or where you are specifying for example a colour or size that is not described on the website is made to order.

Occasionally, time delays on 'Made to Order' items may occur: we will do our best to get bespoke orders completed and delivered within the estimated timescale. However, problems do occasionally arise that cause delays in the manufacture and delivery of 'made to order' items. Because we still have to pay the manufacturers regardless, we cannot accept that 'time is of the essence' in 'made to order' or 'bespoke' situations - this means that you don't have the automatic right to cancel such an order just because it's late. In some circumstances, it may be possible for us to cancel the order with the manufacturer due to time delay. However, once the manufacture has commenced, we won't be able to cancel. We will also need to get confirmation from the manufacturer that we are able to cancel the order - which might take some time. Please understand that it is your responsibility to contact us to enquire if it is possible to cancel an order. If there has been a time delay, please don't leave it until it's too late to express your concerns!

Copyright & Moral Rights

Andrew McKeown products are designed and created by and for Andrew McKeown only. Copyright of the Work shall remain at all times with Andrew McKeown. The Buyer is not permitted to make copies or reproduce Andrew McKeown products in any way. Unauthorised reproduction of Andrew McKeown products is an infringement of copyright and offenders will be prosecuted.

The Buyer recognises the Artists' moral right to be identified as the creator of the Work in accordance with Section 78 of the Copyright Designs and Patents Act 1988.

Representation of Products

a) Product Details and Variation

Some of our products are of a natural and organic in appearance and material as such, slight variations can occur in their manufacture. All images on this web site are for illustrative purposes only.

Andrew McKeown's cast products (iron, stone, aluminium, bronze, resin) are cast by hand and as such thickness can vary slightly from those stated. Andrew McKeown's 'Galvanized Steel' products are hand made individually each time they are manufactured and as such slight variations occur due to the forging and fabrication process.

Dimensions stated are approximates and delivered products may vary slightly from those stated due to the organic nature of many of these products as it is impossible to achieve identical curves, bends and texture every time a made to order artwork is produced.

We reserve the right to withdraw any item from sale without notice.

b) Colour representation

The colour of goods may vary slightly from that shown on the website due to limitations of browser software and differing monitor settings.

c) Estimated Weights of Products

Many of our products are heavy items and require mechanical lifting or require multiple people to lift and move. Where a product weight is known this is specified within the product details. These weights are for guidance only and cannot be relied upon to be completely accurate. This is because cast stone products contain varying ratios of aggregates and water content. Made to order steel products also vary in weight due to the forging and fabrication process and hand made nature of each product. If you are unsure about the weight of one of our products do not attempt to lift it on your own.

Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

Material Descriptions and Disclaimer

Andrew McKeown's products are manufactured from a variety of materials. These materials are described using generic industry terms that require some explanation and these can be viewed in the [Materials Guide](#).

Andrew McKeown's artworks and sculptures are often based on nature and our sculptures are intended to weather, age, or rust and this adds character and depth to the materials. Effervescence and rust are unavoidable and rust is encouraged on our cast iron sculptures as this suits the appearance of these sculptures.

Installation Advice

Any information provided to assist with installation is for guidance only. This is general advice on how to secure the sculpture and it is not specific instructions to install each piece in your location. Please see installation example photos and information provided in the [Installation Guide](#).

It is recommended that you seek professional guidance for appropriate installation advice and use competent professional persons to install your Andrew McKeown product/s.

Cancellation: Consumer's Right to Cancel (Non Perishable Goods)

Please note: We do not refund the delivery charge on cancelled orders. All goods must be returned in unused condition.

This clause shall only apply if you are a consumer for the purposes of the Consumer Protection (Distance Selling) Regulations 2000 and you place an order with us for non-perishable goods.

You will have an opportunity to examine and reject the goods you ordered from us after they have been delivered to you. You may reject the goods for any reason from the time we accept your order up to 7 working days from the day after delivery of the goods to you by sending notice in writing (including e-mail) to us.

If you reject the goods for any reason other than damage to or a defect in the goods, you must pay the cost of return of the goods to us and you will be responsible for their safety during transportation. If you do not return the goods to us, we shall be entitled to deduct the cost of recovering the goods from the sums we refund to you as set out below. If you reject the goods because they are damaged or faulty, we will cover reasonable cost incurred recovering the goods from you.

Should you reject the goods you will be entitled to a full refund of the price which you paid for the goods.

When 7 working days have elapsed from the day after you received the goods from us you will be deemed, provided you have not rejected the goods as set out above, to have accepted the goods and you will no longer be entitled to return them for a refund for a reason other than damage to or a defect in the goods.

In order that we may improve service to our customers, you are requested to send a statement explaining your reason for rejecting the goods, although you do not need to do so if you do not want to.

Cancellation: Non Consumer's Right to Cancel (Non Perishable Goods) - Business to business.

This clause shall only apply if you are not a consumer for the purposes of the Consumer Protection (Distance Selling) Regulations 2000 or to any customer purchasing perishable goods.

Where you have placed an order with us for goods you shall not be entitled to reject or return these goods to us for any reason other than damage to or a defect in the goods.

Should you reject the goods for reasons of damage or defect you will be entitled to a full refund of the price which you paid for the goods. We will pay for reasonable costs of recovering the goods from you.

The company guarantees to the buyer that the goods will be free from defects caused by faulty materials or poor workmanship for a period of 12 months from the date of delivery.

Under this guarantee the company will at its discretion repair, replace or issue a credit to the buyer for any goods found to be defective by reason of faulty materials or by poor workmanship, provided that:-

- (i) The company is notified within 7 days of the buyer first discovering any such defects and in any event no later than the minimum warranty period from the date of dispatch.
- (ii) The defective goods are returned to the company, transportation charges being pre-paid by the buyer.

Examination by the company of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation or handling, or by repair or alteration not effected by the company.

The company's liability to the buyer in either contract or tort shall not extend either under this condition or any other provision or in any circumstances at all to indirect or consequential loss or damage or loss of profits sustained by the buyer that could not have been reasonably contemplated, provided always that this condition shall not exclude or restrict for death or personal injury arising from its negligence. If it is the responsibility of the buyer to ensure that any items returned are properly insured. The company will not be responsible for any items lost or damaged in transit.

If you have a complaint about our products our products or services, in the first instance please telephone or email us - we may be able to resolve an apparent problem immediately. In all circumstances we will reply to your complaint within 10 working days and our aim is to resolve all complaints within 28 working days.

The company reserves the right to cancel, vary or suspend the operation or contract of sales if events occur which are in the nature of force majeure including (and without prejudice to the generality of the foregoing) fire, floods, storm, technical failure, plant breakdown, strikes, lock-outs, riots, hostilities, non-availability of materials or supplies or any other event outside the control of the company and the company shall not be held liable for any breach of contract resulting from such event.

Receipt of your order does not imply our acceptance of your order.

We reserve the right to refuse to supply any order. Reasons for refusal to supply may include but are not restricted to orders that appear to be of a fraudulent nature, orders considered to be the result of technical manipulation or failure, orders where the content of the order give rise to concerns regarding the bona fides of the order. We may contact you directly prior to supply. Orders will be fully refunded when subject to this condition.

Please note that due to legal limitations, some products may not be freely available in unlimited quantities or for delivery to specific countries. In addition the company may require the customer to present appropriate licenses to purchase and/or additional paperwork before an order can be accepted.

(i) The company reserves the right to refuse to supply any order due to legal or any other restrictions. Any refund relating to orders restricted by law may be subject to a reasonable administration charge.

Cancellation by us

We reserve the right to cancel the contract between us if:

- we have insufficient stock to deliver the goods you have ordered;
- we do not deliver to your area; or
- one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- If we do cancel your contract we will notify you by e-mail and will re-credit to

your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

Liability

If you notify a problem to us under this condition, our only obligation will be, at your option:

- to make good any shortage or non-delivery;
- to replace or repair any goods that are damaged or defective; or
- to refund to you the amount paid by you for the goods in question in whatever way we choose.

Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

Andrew McKeown will not be held liable for any damage or losses due to incorrect or unsuitable installation of our products. Competent persons should be used to install all our products.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Andrew McKeown, Platform Arts Studios, Middlesbrough Train Station, Zetland Rd, Middlesbrough, TS1 1EG, UK. and all notices from us to you will be displayed on our website from time to time.

Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Andrew McKeown. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.