



Terms & Conditions

## GENERAL

All of these terms and conditions apply to orders placed on the Internet. We do not take orders by phone. If you are unsure about any point, please contact TSOTW before placing an order. These terms and conditions do not affect your statutory rights. All prices displayed do not include shipping costs.

## DEFINITION OF TERMS

The Sound Of The Walls Ltd. - "TSOTW" or "we"

## COPYRIGHT

All works displayed on this site are copyright of the credited artist and Music Act. The material and content maintained within or provided are for your personal use only and may not be used for commercial purposes or distributed commercially without permission. Your use of the site carries with it no rights in relation to copyright, trademarks or other intellectual property rights in the site. It is your responsibility to obtain permission from copyright holders or their agents before a reproduction of any content is made, or this will constitute an infringement of copyright.

## DELIVERY & SHIPPING

We aim to ship the majority of prints within 5-7 working days depending on availability. If there are any problems with the production of your order you will be notified by email within 48 hours of confirmation of your order.

## AVAILABILITY

Our archive ranges from one-off unique works to limited edition prints and so we cannot guarantee the availability of all products at a given time. During busy periods we may sell out of certain pieces. If we cannot fulfill your order, we will notify you and provide a full refund. Where possible, you may also be offered a replacement or credit of the same value. Through our contributors we may also be able to source items directly from the artist that are not normally available. Custom-made prints and artworks, work printed to order and bespoke prints are all payable in advance for special projects and are non-refundable. Though it is not common practice, some prints in the future may be available on a pre-order basis. If this is the case, we will withhold your order until all items are available for dispatch.

## SHIPPING COSTS

Shipping costs should automatically be added to the total of your order when payment is due through the website.

## PAYMENT & USAGE

All transactions are processed via Paypal GBP (Pounds Sterling). VAT and shipping costs will be automatically added to your order via the Internet in most cases. To complete a web order of a print or work in stock at TSOTW, fill in the form on the website.

## DOMESTIC AND INTERNATIONAL TAX POLICY

If you reside outside of the European Union (EU), or are having your prints exported outside of the EU, you will not be charged Value Added Tax (VAT). If you reside inside the EU, you will be charged VAT.

## ARCHIVAL PRINTS

Unless specified otherwise our limited edition prints are hand pulled screen prints. Information on the availability of media is provided on a case-by-case basis in the information of each individual print. Unless specified otherwise, in some cases, the artist may limit availability of media, and TSOTW reserves the right to uphold these considerations in making media available. Custom and bespoke orders will be priced on an individual basis, and prices are subject to change depending on our suppliers. For limited edition prints, pricing changes will be made to the website with due notice.

## RETURNS POLICY

Any order may be returned due to a fault in colour accuracy or errors in production if you notify us by email within 7 days of receipt of your order. Upon satisfactory receipt of the returned goods we will refund your payment in full within 7 working days minus the costs of initial shipping and delivery charges. Bespoke items or products commissioned by TSOTW or by a third party are only returnable subject to the discretion of the third party or of TSOTW

## CARE OF ARTWORK

If your product is received damaged in the post, please notify us immediately and retain the product and packing together

If you would like more advice on how to care for, store, or display your archival prints, TSOTW will be happy to help.

## IMPORT DUTIES

If you order Prints from our site for delivery outside the UK, 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 Prints are destined. We will not be liable for any breach by you of any such laws.

## EVENTS OUTSIDE 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 (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following, strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## WE HAVE THE RIGHT TO VARY THESE TERMS & CONDITIONS

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the policies and terms and conditions in force at the time that you order Prints from us.

## CONTACT & QUERIES

If you want to get in touch for any reason, email [info@thesoundofthewalls.com](mailto:info@thesoundofthewalls.com) or phone +442089657357.

## TECHNICAL & WEB / PRIVACY PLEDGE

In order to view the images on our website at their most accurate, monitor calibration and browser settings apply. To get the most out of the preview we recommend using Mozilla Firefox or Safari wherever possible. It is important to understand that minor variances in colour on screen to print depend on the accuracy of your computer's hardware settings.

At TSOTW we are committed to your privacy and the security of your personal details. We do not keep a record of any personal details on our website, nor do we use your e-mail address or personal information to send unsolicited advertisements or promotions. Sometimes, we may send you e-mails to keep you informed on our projects and offers, but if you decide to opt out of our electronic mailing list you will not receive any unwanted mail. If you have opted in to our mailing list but have changed your mind, get in touch and we will remove your address from our database immediately.