

# Tracey Bengueyfield Art

## Terms & Conditions

By visiting <https://traceybengueyfieldart.com> you are consenting to the following Terms & Conditions

### Overview

This website is operated by Tracey Bengueyfield Art. Throughout the site, the terms “we”, “us” and “our” refer to Tracey Bengueyfield Art (the company) offers this website, (including all information, tools and services available from this site) to you, the ‘user’, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please ensure you read these Terms & Conditions carefully before accessing or using the site. By accessing or using any part of the site, you agree to be bound by the Terms & Conditions and additional Policies. If you do not agree to all the Terms & Conditions of this agreement, then you may not access the website or use any services.

We reserve the right to change these Terms & Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms & Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms & Conditions with the modifications.

This document covers the following:

- 1 Prohibited Site Use
- 2 Intellectual Property
- 3 Limitation of Liability
- 4 Third Party Resources
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- 6 Release of Claims
- 7 On-line store Terms
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## **Prohibited Site Use**

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.

In order to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information (please refer to the Privacy Policy for more information about how your personal data is stored). You agree that any registration information you give to the Company will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others. You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **Intellectual Property - Tracey Bengueyfield Art**

The Site contains intellectual property owned by Tracey Bengueyfield Art, including, without limitation to, trademarks, copyrights, and other intellectual property as well as the Tracey Bengueyfield Art logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof.

We grant you a limited, revocable license to access and make personal use of the Site as our customer. However, you are not permitted to:

- Reproduce, modify, duplicate, copy, publish, transmit, sell or otherwise exploit the Site or any product image, product listing, product description, price, page layout, page design, trademark, logo or other content ("Site Content") for any commercial purpose.

- Use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content (except in the operation or use of internet “search engines,” hit counters or similar technology);
- Use any meta tags, search terms, key terms, or the like that contain the Site’s name or trademarks used on the Site;
- Engage in any activity that interferes with the Site or another user’s ability to use the Site;
- Modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Site and the services offered on the Site; or
- Assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.
- Any use of the Site or the Site Contents that is not expressly authorized herein is prohibited and immediately terminates the license granted herein.

## **Limitation of Liability**

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the site. Additionally, Tracey Bengueyfield Art is not liable for damages in connection with (i) any failure of performance, error omission, denial of attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure. (ii) Loss of revenue, anticipated profits, business, savings, goodwill or data, and (iii) third party theft of, destruction or, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability in negligence, contract, tort, or any other theory of legal liability. The foregoing arises even if Tracey Bengueyfield Art has been advised of the possibility of or could have foreseen the damages. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law. In no event, shall Tracey Bengueyfield Art cumulative liability to you exceed £100.

## **Third Party Resources**

The Site may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## Indemnification

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

## Release of Claims

In no event will Tracey Bengueyfield Art be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

## On-line Store Services (Shop) Terms

The following terms are applicable to any 'user' of the 'on-line store' or 'shop' on the Tracey Bengueyfield Art website. These terms are in addition to/used in conjunction with the other Policies and Terms & Conditions relating to the site - to which you, the user are also subject to.

The on-line store is hosted by Wix. They provide the platform that allows us to sell our products and services to you.

If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, and billing information, may be collected by both us, the merchant, and our payment processing company

All payments made to Tracey Bengueyfield Art are carried out by PayPal. None of your card information is stored by us. To find out more about PayPal and how they protect and store your data please visit Paypal <https://www.paypal.com/uk/webapps/mpp/gdpr-readiness-requirements>

Once you have made a purchase through Tracey Bengueyfield Art, If your item is in stock we will aim to process and dispatch your order within 5 working days. If the item is out of stock you will need to allow 10 working days for delivery within the UK. Please get in contact at [info@traceybengueyfieldart.com](mailto:info@traceybengueyfieldart.com) if you wish to query availability of your items prior to ordering. Please note: If you are outside the UK, orders may take longer to receive due to Customs & Imports. Tracey Bengueyfield Art cannot be held liable for any late delivery of purchased goods.

Please note, most of the items featured on our online shop are one-off items. Paintings sold as 'originals' are the original painting and are signed. Any of the originals may also be purchased as prints. All paintings and prints are supplied with a matt mount ready for framing. Frames are for illustration purposes only. Textile items shown may be available and in stock at the time of purchase, however many are one-off items as they are not mass-produced. If you wish to purchase more than one item, the lead time might be slightly longer as they will be made to order and as such this will be dependent on receiving the printed fabric from our supplier. Please note, cushion covers are shown with a cushion inner for illustration purposes only. All cushion covers will be supplied without an inner for ease of delivery.

Delivery will be tracked and parcels will need to be signed for. Please note it is your responsibility to check the item is correct and undamaged upon receipt. You will need to notify Tracey Bengueyfield Art of any damaged or wrongly dispatched goods within 10 days of receipt.

If returning any items please make sure you re-pack it carefully, using the original packaging where possible. Please note that the goods remain your responsibility until they reach Tracey Bengueyfield Art. If items are not packaged correctly and have been damaged in transit a refund may not be possible.

Please note that you are liable for the cost of returning items unless the item was faulty upon receipt or the wrong item was delivered - in this instance delivery charges will be refunded. Unfortunately any items that have found to be used or marked cannot be accepted unless faulty.

All refunds will be made via PayPal.

### **Product Descriptions**

When ordering online please be aware that all monitors and devices do not replicate colour in the same way. Although every care is taken to try and represent items as 'true' to real life, this cannot be guaranteed. Items received may vary slightly from what you see on screen.

Please note that every care is taken to describe items with as much accuracy as possible. This includes (but is not limited to) the description of price, materials and sizes. However there may be occasions where this information may appear incorrect on the site. Please note that we reserve the right to correct any price or detail errors as necessary without prior notification. We are also not required to fulfill any orders where details may be incorrect and have the right to remove an item from sale.

All textile items are handmade and as such are unique. Not all items will appear exactly as seen on the site as some fabrics and bindings might vary according to availability. Printed textiles might have slight variations in colour as each order is subject to slight pigment changes during the printing process. Please note that where Linen fabric or Organic Cotton has been used that these are natural fabrics and as such are prone to slight variations in their weave. This is entirely natural and should not be considered a fault. The natural finish should be embraced as an opportunity to own a truly unique item.

# Tracey Bengueyfield Art Online Watercolour School & Physical Classes ~ Subscriptions & Purchases

The follow Terms should be agreed by the user/purchaser in addition to the other policies and Terms & Conditions mentioned on this Site.

## **YOUR SUBSCRIPTION ACCOUNT/MEMBERSHIP**

When you purchase/sign up/enroll/subscribe to Physical classes or online classes at Tracey Bengueyfield Art's Online Watercolour School you will need to become a 'member'. Membership will last until your subscription or purchase has ceased. All members are required to set up an account using a unique login. Please note it is your responsibility to keep the security of your account protected by not divulging/sharing account information or your password to a third party. If it is found that you have not complied and as a result your account and any area of the site is breached by a third party you will be liable. In this instance we have the right to cancel your subscription with immediate effect.

When you supply us with your subscription information this must be true and accurate. You shall not use any false information including but not limited to; full name, address, email address, contact number and payment details.

If you purchase any of the 'plans' ie. 'one-off' lesson or 'package' of lessons, you will have access to these once your payment has been made.

If you purchase a subscription 'plan' ie. either a 'Monthly Rolling', '6 Month' or 'Annual' Subscription you will have access to all site content whilst your account remains active and Subscription fees are paid. This includes video content, step-by-step worksheets, photo resources, PDF line drawings. You will also have access to the members' forum. Please note: if you decide not to renew your subscription you will not be able to access the site content.

Purchasing any of the plans means you consent to the Terms & Conditions of use. Please note that purchasing any of the 'plans' from the Online Watercolour School does not transfer any ownership of the website content to you. Your subscription is for your own use and is not transferable. No content should be copied, modified or transmitted to other devices.

If you are joining a Physical Class you will have access to all site content whilst your account remains active and Class fees are paid. This includes video content, step-by-step worksheets, photo resources, PDF line drawings. You will also have access to the members' forum. Please note: if you decide not to continue with the Physical Classes you will not be able to access any new content.

Please note that new members of the Physical Classes are required to pay a £30 non refundable deposit to secure your place. This is payable in advance. If you fail to pay the deposit your space is at risk and may not be available.

Once you have your membership login Tracey Bengueyfield Art will store some of your personal data ~ see separate Privacy Policy & Cookie Policy for more information.

Information collected will be for the sole use of Tracey Bengueyfield Art and will only be used to communicate with you and to enable your use of the site.

Subscriptions are subject to automatic renewal at the end of your purchased subscription. Please note, if you wish to cancel the renewal you should cancel the payment through your PayPal account or email [info@traceybengueyfieldart.com](mailto:info@traceybengueyfieldart.com) to advise us to cancel your subscription. Failure to do so may result in the subscription being withdrawn from your account.

If you decide to cancel your subscription, this can be done at anytime and should be done in writing by contacting us at [Info@traceybengueyfieldart.com](mailto:Info@traceybengueyfieldart.com). Your subscription will be cancelled before the next billing cycle.

Tracey Bengueyfield Art reserves the right to increase fees for the Online Watercolour School or Physical classes. Members will be informed 6 weeks in advance of any fee increase.

Users of Tracey Bengueyfield Online Watercolour School and Physical classes are welcome to reproduce the paintings for their own use, such as making cards for friends & relatives. However they do not have the right to use or sell on the image for commercial purposes without the express permission of Tracey Bengueyfield. All images remain copyrighted to Tracey Bengueyfield Art and any breach of this condition will result in the termination of your access to the site.

Users are welcome to exhibit their paintings, should they wish, but work must be attributed to Tracey Bengueyfield Art or Tracey Bengueyfield Art's Online Watercolour School.

If for any reason services from Tracey Bengueyfield Art's Online watercolour School need to be terminated, members will be given 2 months notice.

Please note Tracey Bengueyfield will not provide direct verbal or written feedback on any work of students of the Online Watercolour School.

Tracey Bengueyfield Art reserves the right to cancel your use and access to the website without prior notice if you fail to comply with our Terms & Conditions

If you have any questions about theses Terms & Conditions please contact.  
[info@traceybengueyfieldart.com](mailto:info@traceybengueyfieldart.com)

## **Governing Law**

This agreement shall be construed in accordance with, and governed by, the laws of England as applied to contracts that are executed and performed in the United Kingdom. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be England. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement through the International Court of Arbitration (ICC). The parties further agree that their respective good faith participation in arbitration is a condition precedent to pursuing any other available legal or equitable remedy, including litigation or other dispute resolution procedures.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **Severability**

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## **Entire Agreement, Waivers & Headings**

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and Tracey Bengueyfield Art and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

No waiver of any of the provisions of this Agreement by the Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Tracey Bengueyfield Art. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. Please note that the subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms and Conditions, please email: [info@traceybengueyfieldart.com](mailto:info@traceybengueyfieldart.com)

**Updated July 2020**



# Disclaimers

## Tracey Bengueyfield Art

By using <https://traceybengueyfieldart.com>, referred to as this "Site", all visitors, referred to as "user", "you" and "your" are bound by these Disclaimers. The terms "we," "us," and "our" refer to Tracey Bengueyfield Art. (the "Company"), owner of <https://traceybengueyfieldart.com> ("the Website). Accessing this Site constitutes a use of the Site and an acceptance to the Disclaimers provided herein.

The Company makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current or error-free. The Company disclaims all liability for any inaccuracy, error or incompleteness in the Content.

By participating in and/or reading this Website and/or other Content, including but not limited to blog, email communications, videos, webinars, and/or teleseminars, you acknowledge that the Company cannot guarantee the outcome of any actions and/or recommendations within the Content and any comments about the outcome are expressions of opinion only. The Company cannot make any guarantees other than to deliver information, education, and services purchased as described.

You acknowledge that the Company has not and does not make any representations as to a future result of any kind that may be derived as an outcome of use of the Company's Website, programs, products or services. Examples shown through Company's website are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Company's Website.

If you have any questions or concerns regarding these Disclaimers, please email:  
[info@traceybengueyfieldart.com](mailto:info@traceybengueyfieldart.com)

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