

Terms and Conditions

1. Security & Order Confirmation

If you pay by credit or debit card using the payment screen on our website, your details are handled by PayPal (Please see Privacy Policy). While it is impossible for any website to be completely impregnable to fraud, our system of a secure server and encryption offers a high level of security that you can be confident with.

When you place an order to purchase a product we will send you an Order Confirmation email confirming receipt of your order and containing the details of your order including an online order reference number. Your order represents an offer to us to purchase a product, which is accepted by us when we process payment for your order.

If you have incorrectly entered your email address, your Order Confirmation email will fail. So long as payment has been processed successfully this will in no way affect your order.

Failure by us to send an Order Confirmation email in no way invalidates your offer or our acceptance of your offer.

2. Prices & Product Details

All prices quoted are in pounds sterling.

We endeavour to ensure that the information shown on the website is as accurate as possible.

We cannot be held responsible for typographical errors on this site, including but not limited to those regarding price. We reserve the right to make changes to our website including prices, products, Terms & Conditions, Privacy Policy and Delivery & Returns Policy without any notice being given.

All products and services are subject to availability and may be withdrawn from sale at any time. If for any reason goods ordered are not available, you may be offered an alternative. This alternative will be offered by telephone or email. We will never ship an alternative product without obtaining authorisation beforehand.

We reserve the right to partially ship your order only if the missing products do not constitute a significant part of your total order.

3. Warranties and Limitations of Liability

Our goods are supplied without any warranty condition or guarantee expressed or implied that they are suitable for use under any special conditions or for any particular purpose or as to the quality or suitability for any particular purpose, even though we may have known that purpose.

All warranties conditions and statements express or implied, statutory or otherwise are excluded.

Our liability (if any) for direct loss or damage, other than death or personal injury, resulting to you from any defect in the goods shall be limited to the purchase price of the goods in respect of which such loss or damage is claimed.

Under no circumstances do we accept liability for any consequential loss or damage arising in the connection with any goods, material, or service supplied by us.

Defective goods must be returned to us, carriage paid, within a reasonable period following delivery (Please see our returns policy).

We do not accept any liability whatsoever for damage or loss arising in our opinion from incorrect or faulty installation, servicing, misuse, neglect, abnormal conditions of working, failure to store in proper conditions or failure to observe our operating instructions.

4. Data Protection Act 1998

We are not required to register under the Act (see “Core Business” exemption), however we are required to follow eight guiding principles laid down by the Act. These are:

Fairly and lawfully processed, Processed for limited purposes, Adequate, relevant and not excessive, Accurate and up-to-date, Not kept for longer than is necessary, Processed in line with the data subject’s rights, Secure, and not transferred to a country outside the European Economic Area (EEA), unless that country ensures the protection of the rights of the individual to whom the data relate.

5. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account.

You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

6. Access to Our Website

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed.

Your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

7. Copyright

All content included on the website, such as text, graphics, logos, button icons, and images belong to us, and are protected by United Kingdom and international copyright laws.

8. Trademarks

Our graphics, photos, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of Hawkins Gallery and may not be used in connection with any product or service without our written authorisation.

9. Events Beyond Our Reasonable Control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause, which is beyond our reasonable control. This condition does not affect your statutory rights.