

Terms & Conditions

Welcome to the terms and conditions for using the Circa.art website. By placing an order with us, you are agreeing to accept these terms and conditions ('The Conditions').

Our terms and conditions can potentially change at any time, and it is up to you to check them regularly before ordering products or making other purchases in case there are any changes. If you don't agree with the terms and conditions set out below, you shouldn't use or access this website.

If you have any queries about our terms and conditions, please contact our Customer Service Office at customerservice@circa.art.

General information

Circa.art is a part of STUDIO'CONNOR Limited ('Circa'), registered in England & Wales, Company No. 07284783.

Our registered office is Bury Lodge, Bury Road, Stowmarket, Suffolk, England, IP14 1JA. Circa's total liability for any claim, however it arises, will not exceed the price of the goods supplied by Circa to the customer, together with any postage costs incurred. Circa will not be liable for any resulting customer loss, whether this arises from a breach of duty in contract or in any other way.

Circa cannot accept any liability for a failure to comply with specific instructions stated in a catalogue or on the website. This statement does not affect customers' statutory rights.

The terms do not affect your statutory rights.

What you agree to:

- Your contract for purchases made through circa.art is with Circa, and all goods ordered by you are for your own private and domestic use only and are not for resale.
- You must be eighteen years old or older. If you are under eighteen, you may only use this site with the agreement of, and under the supervision of, a parent or guardian. If you do not qualify, please do not use this site.
- All details you provide to Circa for the purpose of ordering or purchasing goods must be true, accurate, current and complete in all respects; and the credit or debit card you are using must be your own and there must be sufficient funds in your account to cover payment of the product(s) ordered.
- You agree that email can be used as a long-distance means of communication.

Choosing a username and password:

- During the registration process, you must choose a username and password.
- You are responsible for all actions taken under that username and password and must only purchase from Circa under your own username and password.

- You must make every effort to keep your password safe and should not disclose it to anyone. If you think someone else might know it, you must change it.
- You may not transfer or sell your username to anyone, nor permit, either directly or indirectly, anyone to use your username or password.
- If there are any changes to the details supplied by you it is your responsibility to inform Circa as soon as possible.

Not committing fraud

You will not use a false name or a known invalid credit card to order. This is a crime, and anyone caught deliberately entering an incorrect or fictitious order will be prosecuted to the fullest extent of the law. Circa tracks the electronic 'fingerprints' of every order placed on circa.art to enable us, and all legitimate crime prevention and prosecution authorities, to trace individual users engaging in criminal activities on or using our website.

Our right to end our agreement with you

Circa reserves the right to end our agreement with you and to suspend or terminate your access to the site immediately and without notice to you:

- if you fail to make payment to us when due
- if you breach any of our terms and conditions
- if, when requested by us to do so, you fail to provide within a reasonable time frame, enough information to let us check the accuracy and validity of any information supplied by you, or your identity
- if we suspect you have engaged, or are about to engage, or have way of being involved in fraudulent or illegal activity on circa.art

Your responsibilities

You agree that if you break these Conditions, or if any liabilities are incurred arising out of your use of this website, you will be responsible for the costs and expenses that Circa or our officers, directors, employees, agents and suppliers incur as a result of the breach, including reasonable legal fees (if applicable).

You will remain liable if someone else uses your shopping account and/or personal information unless you can prove that such use was fraudulent.

Ordering

When placing an order, you agree that any and all information given is accurate and complete.

All orders are subject to acceptance and product availability. Availability information for products is listed on each individual product description.

All prices listed on circa.art are correct at the time of entering the information, but we reserve the right to change prices of any product at any time. All prices for purchases in the UK include sales tax.

No contract for the sale of any product will exist between you and circa.com until we accept your order by dispatching the product to you or by completing the service which you have mandated us to perform.

Your confirmation email will be sent to the email address given in your order form and will detail products ordered, payment method, cost (including VAT and P&P where applicable) and usual delivery times. You must check all the details on this confirmation email are correct and contact us as soon as possible if any details are incorrect.

If your order has not been accepted, you will receive an email from us telling you the reasons why.

Due to the high volume of orders during promotional or sale times, we cannot always make any amendments to purchases once ordered.

Discount vouchers cannot be used on sale products.

Delivery

The delivery period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order. If you are ordering more than one item, your goods may be sent to you in instalments if certain items are out of stock.

If your delivery address is outside the UK, you may have to pay import duties and taxes, which are levied once a shipment reaches your country. You must meet any additional charges for customs clearance.

Please note, customs policies vary widely from country to country. We recommend you contact your local customs office for further information. Please note international shipments may be subject to cross-border inspections by customs authorities.

In the event that your order does not arrive within the approximate delivery period stated we will do our best to assist in tracking your order. In the event of non-delivery of your order we are unable to process a replacement order until 28 business days following the original shipment date.

Payment

Circa.art accepts most major credit/debit cards.

All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

Name in Lights

You may purchase on Circa.art a licence to have your name displayed (as described on Circa.art) on the Piccadilly Lights screen on Piccadilly Circus.

Your name shall be shown from the month following purchase for the remainder of calendar year or until such time as the Circa project ceases to be shown on Piccadilly Circus.

In the event of Circa being cancelled or Circa being unable to show the names on the screen for either one or any number of nights, Circa shall not be liable to you for any breach of contract and you shall not be entitled to any form of refund for the period during which the name(s) is or are not shown on the screen.

Circa reserves the right not to accept names for display on the screen at its sole discretion. Our normal terms and conditions of purchase (as varied by these T&C's), apply as usual.

Cancelling an order, returns and exchanges

Cancelling

If you haven't submitted an order, you may clear a product in your shopping basket at any time by clicking the 'Remove' button next to it.

If you have submitted your order and received a dispatch email from Circa.com, you will need to wait until you receive the product and then follow our Returns procedure.

Returns

You may return most items sold by circa.art within 3 months from the date of dispatch for a refund. We don't refund the original postage and packaging charge.

Privacy

Circa will not pass on your personal, credit or debit card details to any third party without your permission.

We will never ask for personal details via email. If you receive an unsolicited email asking you for your circa.art login details, please contact our Customer Service team immediately.

For more information, see our Privacy statement.

Liability

Errors

We do not accept liability (except as set out below) for any errors and/or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.

If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfil an order for a product that was advertised at an incorrect price. In the event that you order an item and the price published on circa.art is incorrect for any reason, we will email you to inform you that we have not accepted your order, and that your order has been cancelled. You will be advised of the correct price of the subject product. You may re-order it if you wish. If you have already paid for the goods in the circumstances described in this clause, we shall refund the full amount within 30 days of the date of order. Should you choose to re-order at the correct price, a separate transaction will be posted to your credit card.

Damaged, defective or incorrect goods

In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, we shall make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question provided that you notify us of the problem in writing at the address stated in the confirmation email within 10 working days of delivery of the goods plus return the goods to us, unless we inform you that return is not necessary. This provision does not affect your statutory rights.

Images

We have taken every measure to provide accurate product images for each product for sale on the site. However, due to a number of different factors such as Internet browsers, monitor colour contrasts etc, we cannot be held responsible or liable for any differences in colour between the image and the actual product.

Third party claims

The products sold on circa.art are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Site or for any products or services purchased from circa.art

Website

We have taken every measure to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

Delays

We will have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

Warranties

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

Losses

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

Any loss of goodwill or reputation; or

Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions will exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Copyright

All rights, including copyright, in the content of the circa.art web pages are owned or controlled by Circa. In accessing circa.art web pages, you agree that you may only download the content for your own individual and non-commercial use. You are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of the circa.art web pages for any other purpose whatsoever without the prior written permission of Circa.

This website as a whole is protected by copyright, trademark, trade dress, intellectual property and other applicable laws. All worldwide rights are reserved.

Third party information

We cannot be held responsible for material displayed on third party websites or any other written material. The only prices that apply for C products are those stated on the Circa website, in Circa catalogues or on other official Circa material. We cannot vouch for the reliability of prices stated on shopping directories or through any other third party.

Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire agreement

These Conditions govern our relationship with you. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation except where that representation has been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your statutory rights are not affected by these terms and conditions. Nothing in this Clause will limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

Law

The Conditions will be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

Promotions and competitions

For any ongoing promotions and competition terms and conditions, please see [here](#). Some competitions may have their own terms and conditions page, which will be clearly highlighted on the competition page.

