



# Russ Proctor Fine Art

## www.rpfineart.com

### Returns & Refund Policy.

Russ Proctor is a sole trader, and trades as Russ Proctor Fine Art.

This Policy (together with our Terms and Conditions of Use, Terms and Conditions of Sale and any other documents referred to within these documents) sets out the basis on which any order cancellations or order returns and refunds are processed. Please read the following carefully to understand our procedures and practices. By visiting the website <http://www.rpfineart.com>, you accept and consent to the practices described in this policy.

This policy is offered in addition to your legal rights.

#### **RETURNS & REFUNDS**

Customer satisfaction is one of my top priorities. I offer worldwide returns. If you do discover a problem with your order, then please email me within 14 days of receipt at [info@rpfineart.com](mailto:info@rpfineart.com). I will try to resolve any issue as soon as I hear from you. Never send anything back without contacting me first.

The products sold on my site are covered by the Consumer Protection (Distance Selling) Regulations 2000, which allow you to claim a full refund if you are not entirely satisfied with your purchase, provided you notify me within 14 days of delivery.

You will receive a full refund, replacement, exchange (if available), or credit (as a Russ Proctor Fine Art e-Gift Card), provided it is unused and returned in its original packaging.

Money refunds are only issued back to the original cardholder and the account originally used to place the order.

Refunds are limited to the total cost of goods ordered and the initial cost of postage paid by the customer. Please note, I cannot accept returns unless you have kept the original packaging and are able to repackage the item securely.

Any items sent back will be at your cost and risk. It is required to only use a trackable, or recorded delivery service, with appropriate insurance to cover any loss.

Sales and Returns outside the UK are limited to £20 shipping costs, anything over this will have to be paid by the customer.

Russ Proctor Fine Art is not liable for any customs charges incurred when delivering your order, nor for any order returns made outside the U.K.

Return postage will be refunded only if the goods being returned were delivered damaged in transit or are in faulty condition.

Commissioned artworks and customised works i.e., personalised prints, personalised artworks, and custom-framed items, are non-refundable.

#### **CANCELLATION & REFUNDS**

To cancel your order, please email me at [info@rpfineart.com](mailto:info@rpfineart.com), with your contact details, postal address, and order number.

You may cancel your online order prior to dispatch, or within 14 days of receiving your goods and receive a full refund.

If your order has been dispatched, you will need to follow my Returns Procedure for information about how to return your order.



Refunds are not offered on work that has been commissioned and/or altered or personalised to your specification, i.e., changing frames. If in doubt, please email me for more details [info@rpfineart.com](mailto:info@rpfineart.com).

Russ Proctor Fine Art at their discretion and subject to all its policies, will only refund to the original Buyer's purchase account.

### **Unframed Limited Edition Prints**

Limited edition prints are manufactured to order, but you may cancel your online order prior to dispatch, or within 14 days of receiving your goods, and receive a refund. Limited Edition Prints are not subject to usual distance selling rights because they are classed as made-to-order goods. A 20% fee will be deducted from refunds if cancelled after dispatch.

If your order has been dispatched, you will need to follow my Returns Procedure (see below) for information about how to return your order.

If the reason for a cancellation or refund request is due to selecting the wrong print size, original postage costs will not be refunded, and you will need to pay for the postage of the replacement item/s. The exchange of incorrect-sized orders is at the discretion of Russ Proctor Fine Art.

Customised works i.e., personalised prints, personalised artworks, and custom-framed items, are non-refundable.

### **Unframed Original Artworks**

You may cancel your online order for original artwork prior to dispatch or within 14 days of receiving your goods and receive a refund.

If your order has been dispatched, you will need to follow my Returns Procedure (see below) for information about how to return your order.

Customised works i.e., personalised artworks, and custom-framed items, are non-refundable.

### **Framed Goods**

For standard framed artworks, or standard framed prints, you may cancel your online order prior to dispatch, or within 14 days of receiving your goods, and receive a refund.

Custom-framed original artworks and custom-framed prints are bespoke, made-to-order goods and are non-refundable. You may change your mind prior to works being started or produced and receive a full refund. If you decide to cancel your customised order after works has started a 40% fee of the cost of each cancelled item will be deducted from your refund.

If you decide to cancel a custom-framed order after dispatch, a 70% fee of the cost of each cancelled item, including delivery fees, will be deducted from your refund.

Please see my Returns Procedure (see below) for information about how to return your order.

### **Art Commissions**

You may cancel a bespoke artwork commission within the first 14 days of placing your order, or before any works have started, and receive a full refund of any instalment payments made.

Please note if commissioned and/or personalised works have started or any works already produced by the artist, or by a third-party, i.e., ordering a customised canvas size, you are not entitled to a full refund due to the being works custom-made and produced to specific order requirements. A deduction will be made for expenses incurred by the artist.

Completed commissioned or customised artworks, including personalised and custom-made works, and custom-framed items, are non-refundable.

### **E-Gift Cards**

Russ Proctor Fine Art (RPFA) e-Gift Cards are eligible for refund within 30 days of placing the order and are issued only to the original cardholder and account used to place the order.



Russ Proctor Fine Art e-Gift Cards are not exchangeable for cash and can only be redeemed against online purchases from [www.rpfineart.com](http://www.rpfineart.com).

## **RETURNING DAMAGED OR FAULTY GOODS**

Your order should arrive in perfect condition and match the specifications on my website. If your order arrives damaged, or defective, or is lost during shipping, please [info@rpfineart.com](mailto:info@rpfineart.com) to arrange a replacement (if available), or a full refund.

If I require you to return a faulty or damaged product, I will organise the collection and pay the cost of the return, only if the goods being returned were delivered in a damaged in transit, or faulty condition. You will need to follow my Returns Procedure (see below) for information about how to return your order.

### **Damaged on Arrival**

If you receive your artwork or print damaged, please email me within 24 hours of delivery and send photos of the damages to [info@rpfineart.com](mailto:info@rpfineart.com), with your contact details, postal address, and order number, and the issue, so I can make a claim with my courier. Damaged items in transit must be notified by 72 hours of receiving your order, after this point I cannot offer a refund or replacement (if available).

Please keep the artwork and all original packaging for a period of 30 days as some couriers will request inspection before a claim can be made.

Replacement items (if available) will be sent out free of charge. Damaged or lost items will also be refunded. In the case of damaged or faulty items, you may need to return your item for inspection before a refund can be issued. In such cases, the return of the item will be carried out at my expense. You will need to follow my Returns Procedure (see below) for information about how to return your order.

At my discretion, I may not accept returns if the item/s show signs of wear, or damage made, i.e., mishandling, or incorrect storage, after delivery.

Russ Proctor Fine Art will not be liable for any damages by any third parties, such as picture framers, used by you, after delivery.

### **Missing Orders**

If your order has failed to arrive, please email me at [info@rpfineart.com](mailto:info@rpfineart.com) and I'll track the delivery from my end.

Kindly note, UK orders can take up to 7 days to arrive, Europe up to 2 weeks and Worldwide up to a month especially around peak periods like Christmas. The USA customs are particularly slow so your delivery may take up to six weeks to arrive. If you need your order urgently then please contact me when ordering and I can quote for faster delivery methods.

### **Faulty Goods**

If you are not satisfied with your order due to any physical fault, or misrepresentation of appearance (\*see Colour Matching below), please email me within 24 hours of delivery at [info@rpfineart.com](mailto:info@rpfineart.com), with your contact details, postal address, and order number, and details of the fault. I will try to resolve any issue as soon as I hear from you.

Never send anything back without contacting me first.

You will need to follow my Returns Procedure (see below) for information about how to return your order.

### **\*Colour Matching**

Colour matching is not deemed to be a 'fault of the goods'.

I cannot guarantee that the final colours of your purchased artwork, print or frame will be the same as are shown on your screen.

I work hard to make the colours shown on the screen match as closely as possible to the physical items, but I cannot 100% guarantee a match. All screen settings are different, and the colours displayed on your screen may be different to those of the final physical artwork or print. Many factors also affect the colour of the physical artwork, such as the light level and colour of light where the original artwork is viewed.

I do guarantee all physical limited-edition prints are carefully calibrated and produced, as closely as possible, to match the original artwork.



At my discretion, I may not accept returns if the item/s show signs of wear, or damage by you, i.e., mishandling, or incorrect storage, after delivery.

Russ Proctor Fine Art will not be liable for any damages by any third parties, such as picture framers, used by you, after delivery.

## **RETURNS PROCEDURE**

In the event of you not being completely happy with your purchase, contact me within 14 days of receiving your order, by emailing me at [info@rpfineart.com](mailto:info@rpfineart.com), or if reporting damages, faulty or missing goods, then within 24 hours. Please quote your order number, contact details, shipping address and details of your issue. Without this information, I won't be able to process your return or refund.

Summary Process for Returns:

Never send anything back without contacting me first at [info@rpfineart.com](mailto:info@rpfineart.com).

1. Notify me within 14 days of delivery if you wish to return your order.
2. Email photos to me if requested.
3. Package the artwork securely in its original condition and packaging, enclosing the original delivery note/valid receipt to help me identify your order. You are responsible for adequately packaging returned goods.
4. Return your order to me at your cost. It is required to only use a trackable, or recorded delivery service, with appropriate insurance to cover any loss.
5. As soon as your order has been received and processed, If the condition of a returned item is appropriate, I will email you to arrange a replacement or advise you of the refund.
6. Any refunds are issued only to the original cardholder and account used to place the order.

You can expect a response in 3 working days, rest assured I will always endeavour to resolve the matter. I may ask you to take photographs of the delivered items, and if I make such a request, please email them to [info@rpfineart.com](mailto:info@rpfineart.com).

When requested, return your order to me at the address below, in its original condition, unopened (with any seals and packaging intact) within 30 days of receiving the item(s), enclosing the original delivery note to help me identify your order.

Items delivered to an overseas address must be returned within 30 days of the order cancellation date, unused, unopened (with any seals and packaging intact) and accompanied by the original delivery note to help me identify your order.

I offer several methods of compensation for a returned item if the product is undamaged, and the package is in proper condition:

- Replacement. (if available)
- Money refund. I will return the cost of the item you spent to purchase.
- Credit Note as an e-Gift card. I will issue a Russ Proctor Fine Art (RPFA) e-Gift card equal to the cost of the item to be used on my Site with another purchase.

Although you are free to choose preferred compensation, I reserve the right to change the list of available compensation options depending on the items returned, customer location, banking peculiarities, or other reasons, without prejudice.

If you want to return a print after 30 days, it is at my discretion to refund or offer a credit note (as an RPFA e-Gift Card). I do not offer refunds on extended returns.

All orders returned to Russ Proctor Fine Art are made at your own cost and risk. It is required to only use a trackable, or recorded delivery service, with appropriate insurance to cover any loss.

Russ Proctor Fine Art cannot be held liable should your order be returned damaged, or to disappear, during return transit. A refund or replacement would not be available in this instance.

Return postage will be refunded only if the goods being returned were delivered in a damaged or faulty condition.



**Please Post Returns to:**

Order Returns  
Russ Proctor Fine Art  
5 Cope Court  
Swineshead  
Lincolnshire  
PE20 3JX  
United Kingdom

What Happens Next

I'll send you an email as soon as I've received your return in its original condition and have processed your return.

- A returned item will be inspected upon arrival.
- If the condition an item has been returned in is inappropriate condition (e.g., prints have been removed from sealed bags or there are signs of wear) and am unable to put it back into stock, I may not be able to accept your return and I may have to send it back to you, or advise you of any refund deductions.
- If the condition of a returned item is appropriate, I will email you to arrange a refund, replacement (if available), or credit note (as a RPFA e-Gift Card).
- Money refunds are only issued back to the original cardholder and the account originally used to place the order.

Orders will be refunded within 14 days of receipt of the goods being returned.

**REPLACEMENT OF GOODS**

Russ Proctor Fine Art at their discretion, will replace any returned goods on a like-for-like basis, however, if a like-for-like replacement is not available the option of an alternative artwork, an RPFA e-Gift Card, or a refund will be offered to you.

Replacement of stock items will be made within 7 calendar days following the day after notifying the Buyer of receipt of and acceptance of their goods.

For goods which are made-to-order, the dispatch of replacement goods will be subject to production times at that point. You will be notified of the expected dispatch date.

Russ Proctor Fine Art will use the same postal service as selected by you at the time of the original purchase, with the same delivery time expectation.

**RETURN SHIPPING**

All orders returned to Russ Proctor Fine Art are made at your own cost and risk. It is required to only use a trackable, or recorded delivery service, with appropriate insurance to cover any loss.

Russ Proctor Fine Art cannot be held liable should your order be returned damaged, or to disappear, during return transit. A refund or replacement would not be available in this instance.

Return postage will be refunded only if the goods being returned were delivered damaged in transit or are in faulty condition.

Customs-free delivery of your artwork or print is guaranteed when you return your order within the United Kingdom.

You may be liable to pay customs charges when returning your order from other countries outside of the U.K. Any import or customs taxes incurred by Russ Proctor Fine Art for returns will be deducted from your refund, except where it has been agreed the goods were delivered to you damaged in transit or faulty.

Sales and Returns outside the UK are limited to £100 shipping costs, anything over this will have to be paid by the customer.

Russ Proctor Fine Art is not liable for any customs charges incurred when delivering your order nor for any order returns made outside the U.K.

Refunds are limited to the total cost of goods ordered and the initial cost of postage paid by the customer.