

WALL SPACE NORTH

Limited Edition Fine Art Print — Sales Terms & Conditions

Governed by the laws of England and Wales

1. Parties

These Terms and Conditions govern the outright sale of limited-edition fine art photographic prints by:

Full Legal Name:	Wanwise Limited
Trading As:	Wall Space North
Company No.:	04317623
Registered Office:	West 2 Asama Court, Newcastle Business Park, Amethyst Road, Newcastle Upon Tyne, NE4 7YD
Website:	wallspacenorth.co.uk
Referred to as:	"Wall Space North" or "WSN"

These Terms apply to all purchases of Artwork from Wall Space North, whether by corporate clients, hospitality venues, interior designers, or private individuals (each referred to as the **"Buyer"**). By submitting an order, the Buyer agrees to be bound by these Terms.

2. Definitions

Artwork	A limited-edition framed fine art photographic print produced and sold by Wall Space North.
Certificate of Authenticity (COA)	The signed A5 document issued by Wall Space North certifying the provenance, edition number, and authenticity of each Artwork.
Edition Limit	The maximum number of copies of any single image produced and sold: 50 editions worldwide.
Order Confirmation	Wall Space North's written quote confirming the selected Artwork(s), price, and delivery cost, issued in response to the Buyer's enquiry.
Purchase Price	The agreed price for each Artwork as stated in the Order Confirmation, exclusive of VAT.
Stated Retail Value	£480 per standard Artwork item, exclusive of VAT, unless otherwise agreed in writing.

3. Orders and Acceptance

3.1 All purchases begin with an enquiry submitted by the Buyer, either by email to info@wallspacenorth.co.uk or via the corporate enquiry form at wallspacenorth.co.uk.

3.2 Wall Space North will respond with an Order Confirmation setting out the selected Artwork(s), Purchase Price(s), applicable VAT, and delivery cost. No contract is formed until the Buyer has confirmed acceptance of the Order Confirmation in writing.

3.3 Wall Space North reserves the right to decline any order at its discretion, including where an edition is no longer available.

4. Price, VAT and Payment

4.1 The Purchase Price for a standard Artwork is £480 per piece, exclusive of VAT. VAT will be added at the prevailing rate and shown separately on the invoice.

4.2 Delivery costs are calculated on a per-order basis, based on quantity and destination, and will be included in the Order Confirmation before any commitment is required from the Buyer.

4.3 Full payment is due within 30 days of the invoice date. Production and dispatch will not commence until payment has been received in full and cleared.

4.4 Wall Space North reserves the right to charge statutory interest on overdue sums under the Late Payment of Commercial Debts (Interest) Act 1998.

5. Production and Delivery

5.1 Each Artwork is produced to order following receipt of cleared payment. Production timescales will be confirmed in the Order Confirmation.

5.2 Delivery is by standard courier to the address specified by the Buyer in their enquiry. Wall Space North will notify the Buyer by email when the order has been dispatched.

5.3 Risk in the Artwork passes to the Buyer upon dispatch. Wall Space North is not liable for delays caused by the courier once the Artwork has been collected for delivery.

5.4 In the event of damage in transit, the Buyer must notify Wall Space North in writing within 48 hours of receipt, providing photographic evidence. Wall Space North will assess the damage and agree a suitable remedy in good faith.

6. Cancellation

6.1 As each Artwork is produced to order, the Buyer may cancel their order without charge only within 48 hours of submitting the Order Confirmation acceptance, provided that production has not yet commenced.

6.2 Cancellation after production has commenced will not entitle the Buyer to a refund of the Purchase Price or any portion thereof.

6.3 Consumer Buyers only: Where the Buyer is a consumer purchasing for personal use (as defined under the Consumer Rights Act 2015), and the Artwork has been produced to the Buyer's specific requirements, the statutory 14-day right of withdrawal under the Consumer Contracts Regulations 2013 does not apply, as the Artwork constitutes bespoke goods made to the consumer's specification. Wall Space North will confirm this in writing at the point of Order Confirmation.

6.4 Consumer Right of Withdrawal — Standard Catalogue Prints

Where the Buyer is a consumer (an individual purchasing wholly or mainly for purposes outside their trade, business, craft, or profession, as defined under the Consumer Rights Act 2015) and the Artwork purchased is a Standard Catalogue Print (an existing catalogue image produced at the standard A3-print/A2-frame specification, with no alteration to size, framing, or specification requested by the Buyer), the Buyer has a statutory right to withdraw from the contract within 14 days of receiving the Artwork, without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

This right does not apply to Bespoke Commissions or Artwork produced to the Buyer's specific requirements (see Clause 6.3), nor to Buyers purchasing otherwise than as a consumer, including companies and self-employed individuals purchasing for business premises.

6.5 Exercising the Right of Withdrawal

To exercise this right, the consumer Buyer must inform Wall Space North of the decision to withdraw by a clear statement (for example, by email to info@wallspacenorth.co.uk) before the 14-day period expires. Wall Space North will acknowledge receipt of the withdrawal notice in writing without delay.

6.6 Return of the Artwork and Condition

The Buyer must return the Artwork within 14 days of notifying Wall Space North of withdrawal. The Buyer may handle the Artwork and packaging only to the extent necessary to establish its nature, characteristics, and condition. Where the Artwork has been handled, displayed, mounted, or the self-hanging kit used beyond what is reasonably necessary for this purpose, Wall Space North may deduct an amount from the refund reflecting the resulting diminished value, assessed reasonably and in good faith.

6.7 Return Shipping Costs — Withdrawal

The consumer Buyer is responsible for the cost of returning the Artwork under this Clause. Wall Space North recommends using a tracked and insured courier service appropriate to the value and fragility of a framed artwork, as Wall Space North cannot be held responsible for loss or damage occurring in transit during a return.

6.8 Refunds

Where a valid withdrawal is exercised under Clauses 6.4–6.7, Wall Space North will refund the Purchase Price and the standard delivery charge originally paid (excluding any premium or expedited delivery option, where a standard option was available) within 14 days of receiving the returned Artwork, or of the Buyer providing evidence of having sent it back, whichever is earlier. Refunds will be made using the original payment method unless otherwise agreed.

6.9 Artwork Damaged or Faulty on Receipt

Clauses 6.4 to 6.8 concern withdrawal for change of mind and do not affect the Buyer's separate rights where the Artwork arrives damaged, faulty, or not as described. In these circumstances, Clause 5.4 applies: the Buyer must notify Wall Space North in writing within 48 hours of receipt, providing photographic evidence. Wall Space North will arrange for the Artwork to be repaired, replaced, or refunded as appropriate, and will bear the cost of the Artwork's return, including providing a pre-paid returns label or reimbursing reasonable, evidenced return shipping costs. The Buyer is not responsible for return shipping costs where the Artwork is damaged or faulty on receipt.

7. Ownership and Title

7.1 Legal and beneficial ownership of the physical Artwork transfers to the Buyer upon receipt of cleared payment in full.

7.2 Until payment is received in full, the Artwork remains the property of Wall Space North and the Buyer acquires no title or ownership interest.

8. Intellectual Property

8.1 All images are the copyright of Andrew Pounder. The sale of an Artwork transfers ownership of the physical print only.

8.2 No reproduction rights, distribution rights, or any other intellectual property rights are transferred to the Buyer under these Terms.

8.3 The Buyer may not reproduce, copy, digitise, publish, broadcast, or create derivative works from any Artwork without the prior written consent of Wall Space North.

9. Limited Edition and Certificate of Authenticity

9.1 Each image offered for sale by Wall Space North is strictly limited to a maximum of 50 editions worldwide. Once all 50 editions of an image have been sold, that image will be permanently retired from the catalogue.

9.2 Each Artwork is accompanied by a signed A5 Certificate of Authenticity (COA) carrying:

- The title of the artwork
- The artist's name
- The year photographed
- Print and frame size
- The unique Artwork Reference Number (WSN-)
- The limited edition number (e.g. 7/50)
- The artist's hand signature
- The Wall Space North studio stamp on the reverse

9.3 The physical Artwork also carries the Wall Space North studio stamp and the artist's hand signature in pencil, together with the edition number, on the reverse.

9.4 The COA is non-transferable and relates solely to the specific physical Artwork with which it was issued.

10. Liability

10.1 Wall Space North will be responsible for any foreseeable loss or damage suffered by the Buyer as a direct result of Wall Space North's breach of these Terms or negligence.

10.2 Wall Space North's total aggregate liability to the Buyer shall not exceed the Purchase Price paid for the Artwork giving rise to the claim.

10.3 Wall Space North is not liable for:

- Any indirect, consequential, or special losses
- Loss of profits, revenue, or anticipated savings
- Damage caused by the Buyer's improper handling, installation, or display of the Artwork
- Environmental damage caused by the Buyer's storage or display conditions

10.4 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded under English law.

11. Data Protection

Wall Space North processes only the minimum personal data necessary to fulfil the order (name, address, email, and billing details) in accordance with the UK GDPR and the Data Protection Act 2018. Personal data will not be shared with third parties except as required to fulfil delivery or comply with the law.

12. General

Entire Agreement. These Terms, together with the Order Confirmation, constitute the entire agreement between the parties and supersede all prior discussions and representations.

Variation. No variation of these Terms shall be effective unless agreed in writing by both parties.

Severability. If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall continue in full force.

Third-Party Rights. In accordance with the Contracts (Rights of Third Parties) Act 1999, no third party shall have any right to enforce any term of these Terms.

13. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14. Contact

Email:	info@wallspacenorth.uk
Website:	wallspacenorth.co.uk
Post:	West 2 Asama Court, Newcastle Business Park, Amethyst Road, Newcastle Upon Tyne, NE4 7YD