

Terms & Conditions

Up the Hill Gallery is the operator of this website. By using this site you are agreeing to these terms and conditions. Up the Hill Gallery reserves the right to modify these terms of use at any time without notice. These terms were last updated on 12th June 2023.

1. SITE USE

While we use all commercially reasonable efforts to keep the website up and running at all times, we do not guarantee that your access will be uninterrupted or error-free. Any feature or service on the site may change or be discontinued at any moment without prior notification at our discretion.

2. CONDUCT & GOVERNING LAW

Western Australian law shall govern the interpretation and enforcement of these agreements.

3. PRIVACY

To learn more about our procedures, please examine our Privacy Policy, which applies to your visit to this website.

4. COPYRIGHT

This website might include content that is covered by copyright, trademark, and other legal restrictions. Unless otherwise stated, you may only copy and distribute the content of the website for your own private, non-commercial use. We ask that visitors to this website respect the intellectual property rights of all artists and copyright holders.

5. THIRD PARTIES

Links to other websites may be present in some portions of this website. These third-party websites are not under our control and are not a part of this website. We do not take any responsibility for any interactions or activities between you and any third party that you contact as a result of accessing this website.

6. LIMITATION OF LIABILITY

Use of this website is done at the user's own risk.

7. PRODUCT SPECIFICATIONS

With the knowledge we have at the time and to the best of our abilities, we have described the goods and services offered on this website. We have the right to change any information, including but not limited to prices, details, and product names, without prior notice. Colours you see on your computer screen or device may vary slightly from the actual artwork or product.

8. PRICES AND TAXES

Prices are shown in Australian Dollars (\$AUS) and are subject to change without notice. You must be over the age of 18 or have the permission of a parent or guardian to purchase from our website. We are not registered for GST.

9. ORDER PAYMENT

We accept payment via bank transfer, Visa, Mastercard and Paypal. All orders require full prepayment including postage (if applicable) before delivery or collection.

10. POSTAGE & DELIVERY

Before purchase, please contact us via email on lia@upthehillgallery.com.au for a quote on postage as this will be invoiced separately. Postage, delivery and insurance costs are fully incurred by the client and please allow 14 business days for delivery in Australia.

All items under 1m x 1m will be delivered by Australia Post and require a signature on delivery. A courier will deliver any artworks larger than 1m x 1m to your door and will require a signature.

11. RETURNS

Please select your handmade item carefully as we pay artists upon purchase.

Due to the nature of handmade items please allow slight variations from online images as no two items are ever exactly alike and computer monitor/device colours differ.

If your item has arrived damaged during transit or is found to be faulty, please take a photo and email the image within 3 days to lia@upthehillgallery.com.au

We do not accept returns due to a change of mind and we reserve the right to refuse a sale. Please make sure products being returned are securely packaged as we are not responsible for any product damage that occurs during return shipping. Return shipping is at the buyer's cost.

Please feel free to contact us to discuss.

12. LIMITATION OF LIABILITY

We will never, under any circumstances, be held responsible for any direct, indirect, incidental, consequential, or other damages that may arise from the purchase, delivery, use, or return of any product or service from this website, including but not limited to lost profits or business interruption.