



www.joytikaur.co.uk, Joyti Kaur Art Terms & Conditions

1. Introduction

These terms and conditions (the "Terms") set out your rights and obligations, and those of Joyti Kaur Art ("we" or "us"), in relation to this website, www.joytikaur.co.uk and any products, services and material of any kind available through the Site, the App or us (the "Services").

When we refer to "Joyti Kaur Art" in these Terms, we mean us, the Site and/or the Services, according to the context.

By registering with Joyti Kaur Art, you accept that you are entering into a contract with us under these Terms. People who register with Joyti Kaur Art establish an "Account" and become "Users".

You must be at least 16 years of age to use this website. With exception of community outreach programs for children and young people.

Any purchases must be made by the account holder and with the bank account holder's knowledge.

If you do not agree to these Terms, you must not use this Website.

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

You should be aware that these Terms may change from time to time in accordance with section 12 below.

You will be able to access most areas of Joyti Kaur Art without registering your details with us. Other areas, and the opportunity to place orders with us, may only be open to you if you register. I agree to the Terms & Conditions and Privacy Notice, and I am 16 years or older.

2. Trading details

Whenever you buy a product through this Website, you will be contracting with Joyti Kaur Art. All art is the sole work of Joyti Kaur.

Contact us for details of our contact information via our contact us form found on our site.

3. Ordering from us

3.1. Product description

We use our reasonable endeavours to make sure that every product on Joyti Kaur Art is shown accurately and that prices are correct. However, occasionally there may be small variations in colour, typefaces and layout. Our frames may not be perfect, we upcycle.

3.2. Placing your order

A contract for the purchase of a product is created as follows:

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

- The User places the order on the Site by pressing an order confirmation button ("Checkout") at the end of the checkout process: if the product in question includes content selected by the User it is a "personalised product"; if it is a standard product which does not include any content selected by the User it is a "non-personalised product"
- By confirming your order, you are agreeing to purchase the product you have selected
- At this point, we take payment as selected for your order
- We will send to you a "Thank you for your order" email detailing your order, and other information we must provide to you

From time to time, we may reject an order for the following reasons:

1. If, unfortunately, we do not have your chosen product in stock
2. Where we cannot obtain authorisation for your payment
3. If there has been a relevant pricing or product description error
4. If your order otherwise breaches any of the requirements of these Terms
5. The use of images for a personalised product which are corrupted, unsupported technically or inadequately pixelated
6. If a personalised product you wish to order contains anything which contravenes, or appears to contravene, our Content Rules (see section 3.4 below for our Content Rules)
7. We suspect that the order has been placed fraudulently
8. It appears that the order mistakenly duplicates another order
9. Any other applicable reason

If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.

There are limited circumstances in which you may cancel an order after it has been made – see [section 6](#) on this.

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

Note that we may bar or prevent an individual Account, User, email address or other identifier from making purchases or otherwise interacting with us where we reasonably suspect an association with fraud or other infringements of the law.

If you do not agree to these Terms, you must not use this website.

3.3. Personalising products

Joyti Kaur Art aims to provide you with a fast, high-quality service. Please double-check your order on screen and your acknowledgement email carefully to check that all the details are correct. It is up to you to ensure that content you have contributed for inclusion in a personalised product is correct, and (for example) is correctly spelt. As a courtesy, we may allow you to make changes to your order before the order has progressed to the creation stage. You will receive an email with confirmation of order and secondly one to notify you that your order has been progressed after which point changes to a personalised order may not be permitted.

If you are forwarding us a photo, images must be in JPEG format. Any other format such as Word documents and PDFs cannot be accepted. For best results, we advise that you make the image dimensions approximately 1,000 pixels for the smallest edge of your images, so if you are scanning the image we recommend you use this setting.

By uploading, posting, contributing or including any content or material in a personalised product, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that content or material solely for the purpose of performing obligations and exercising rights under these Terms. Note that we may modify content or material in order to conform it to Joyti Kaur Art or the requirements of the product you have ordered (such as by cropping images).

3.4. Content Rules

We do not permit personalised products to include any content or material which:

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

- infringes anyone's copyright: in particular, you must ensure that you either own the copyright in an image or any other content that you wish to include in a personalised product or that you are fully licensed by the copyright owner to include that image or other content in the personalised product
- infringes any other rights, such as a trade mark, of any person or entity or a duty owed to any person or entity, such as a duty of confidentiality
- contravenes any applicable law (including, without limitation, any criminal law) or regulation
- is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person
- misrepresents identity or impersonates any person
- includes any material containing personally identifying information about another person, such as their address, phone number, or email address, except with the written approval of that person
- contains material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- may harass, upset, embarrass or alarm any person
- gives the impression that it emanates from or has been approved by us
- advocates, promotes or assists any unlawful act

The above are our Content Rules.

3.5. Ordering multiple products

When ordering multiple products as part of the same order, Joyti Kaur Art will inform you as to whether they will (or can) be despatched on the same day or as part of the same delivery

3.6. Payment

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

At Joyti Kaur Art, you can pay for your products using paypal, credit card, debit card or any other payment method which we make available to you at the time of your order.

3.7. 5:30pm Despatch Cut Off

- This service applies to all products at www.joytikaur.co.uk
- We do not currently provide same day delivery or next day delivery
- Packaging and delivery costs may vary but are always displayed on checkout.
- extra option for signed delivery (in addition to packaging and delivery costs)
- Each art is created from scratch, which means each order goes through a special process to be made. This process can take at least 15 days.
- Delivery times are also dependant on possible events or times of the year e.g. mothers day. These events may impact the delivery time.
- Due to any major or unprecedented mechanical fault or unforeseen circumstance. www.joytikaur.co.uk will endeavour to get all orders in the post as soon as possible. www.joytikaur.co.uk reserves the right to suspend and/or withdraw the order.
- www.joytikaur.co.uk reserves the right the change the postage cost at any time
- This service only applies to www.joytikaur.co.uk

4. Supply and pricing of products

4.1. Supply of Products

The art products sold by us through our Website are created and shipped from the United Kingdom for customers in the United Kingdom.

4.2. Transfer of Title

Products despatched from United Kingdom

These terms take affect January 2025 and are subject to change by Joyti Kaur Art

By placing your order with us for a product which is despatched by us from the United Kingdom you are agreeing to take title to your products at the point of despatch from our facilities and we will post your products in the United Kingdom on your behalf. Your rights as a consumer are not adversely affected.

4.4. Postage and packaging charges

For most items, prices are shown exclusive of postage and packaging charges; these will be shown separately at the checkout stage before you place your order or agreed upon via email. In some cases, prices shown may include postage and packaging. If this is the case this will be clearly stated.

4.6. Substitute Products

Please note that if a product is unavailable, we may substitute it with an alternative product unless you request us not to do so.

5. Delivery

During the order process, Joyti Kaur Art will generally notify you of the expected time frame for receiving your order; however, Joyti Kaur Art does not guarantee delivery dates or times. We will make you aware of delivery charges (if any) before you place your order.

Expected delivery times and charges will differ depending on which products you order. More details are set out below.

5.1. General despatch information

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

The despatch date is the day we SEND the item you have ordered, NOT the day it will be delivered.

- It is your responsibility to ensure that the delivery address you provide for any order you place is correct

5.2. Circumstances Beyond Our Control

Neither we, nor any delivery service that we use, shall be liable for any failure to perform Services where such failure or delay results from any circumstances outside our reasonable control; these circumstances include but are not limited to adverse weather conditions (such as snow, flood and extreme winds), fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or industrial dispute or strike.

6. Changing or cancelling an order

You will receive an email with confirmation of order and secondly one to notify you that your order has been progressed after which point changes to an order or cancellation may not be permitted. We do not provide refunds for art (small and big art category) as this is made per order.

7. Returns and refunds

At Joyti Kaur Art, we always try to send your products in perfect condition. However, occasionally, a problem can arise. In the unlikely event that a product is faulty, or it is damaged in delivery or is the wrong item, we ask you to contact us to let us know of the problem as soon as possible. We will then advise you on whether you are eligible for a refund or replacement. We cannot be held responsible for the condition in which deliveries are made by a third part delivery service.

7.1. Reporting a problem

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

If for any reason you are not happy with your Joyti Kaur Art order, please contact us via our contact form found on our site. You will need to quote your order number, the email address you have registered and the details of the problem with the order.

We aim to acknowledge any complaint within 14 working days (usually it takes 1-2 days) and will do our best to resolve it within 28 days. We may ask you to take a photograph of the product. Should it be necessary, we will then advise you how to return your item. Any returns should be packaged to ensure the quality of art remains of high quality. We do not cover costs of return postage and packaging.

7.2. Returning products and issuing refunds

Where an item is faulty, we will ask you to return it to us within three days of receipt. Your right to return items to us in accordance with these Terms is in addition to any other statutory rights you may have.

If you are eligible for a refund, we will reimburse the price you have paid for the product(s) onto the credit or debit card that you paid

with (excluding postage and packaging costs which may have been bundled into the item price, if postage and packaging is included in the item price, this cost will be deducted from the return amount). Alternatively, we may offer to send a replacement for which the buyer (you) would have to pay postage and packaging costs for. Please note it is not our policy to offer both a refund and a resend. We may offer a partial refund to cover costs of making the art e.g. materials.

Refunds cannot be given if the fault is a result of your own actions such as product misuse or if personalisation is mis-spelt or if you have uploaded an image of a low resolution or size. Please see section 3.3, 'Personalising products', for more information.

Non-personalised products:

You have the right to cancel your contract for the purchase of a non-personalised, provided you notify us of the cancellation – using our [contact form](#) – no longer than 14 days after the day following the day on which the product is delivered. You must return the unused non-personalised product to us within 14 days of notifying us of the

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

cancellation, and must pay the cost of returning the product to our nominated address. We will refund the purchase price or may offer another product with delivery costs for the alternative to be paid for by the buyer (you). We will not refund any delivery, expedited, tracked or other special delivery charges you may have chosen to pay with the initial purchase. However, if the value of the product has been reduced by any handling of it beyond what is necessary to check whether the product is as expected, we may deduct an amount to reflect that reduction in value from the sum we refund to you. Note that the value of a product may be reduced to nothing if its seal (or similar) is broken. Please follow any returns procedure for products which we specify from time to time.

Note that the right to cancel a contract and return a product as described in the paragraph above does not apply to:

- personalised products

8. Use of the Website

8.1. Abuse of service

You agree not to use Joyti Kaur Art directly or indirectly for any unlawful purpose, or to cause distress or offence to any person. You also agree not to upload, email to us or print any images or other material which might infringe our Content Rules (set out in section 3.4 above).

8.2. Intellectual Property

All text, software, music, sound, photographs, images, art pieces, concepts, graphics, video, page layouts, design and other material that appears on the Website is protected by Joyti Kaur Art or third party copyrights, trade marks, service marks, patents or other proprietary rights and laws. You agree not to display or use "Joyti Kaur Art" in any manner without our prior written consent.

You may use and access Joyti Kaur Art to the extent required for the use of the Services in accordance with these Terms, and for the purpose that we make them available. You

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

are not allowed to remove any copyright, trade mark or other intellectual property notices contained in material taken from Joyti Kaur Art.

No-one may copy, distribute, show in public or create any derivative work from Joyti Kaur Art, or any of the material which is found on

Joyti Kaur Art unless properly licensed in writing by us to do so. You are not allowed to use Joyti Kaur Art (or to copy or use any material found on Joyti Kaur Art) for any commercial purpose other than to conduct the purchase of a product from Joyti Kaur Art.

No-one may use any robot, spider, scraper, AI or other automated means to access Joyti Kaur Art for any purpose without our prior express written permission.

8.3. Website content and service access

We will always try to ensure that Joyti Kaur Art is available 24 hours a day. However, we will not be liable if for any reason the Website is unavailable at any time, or for any period.

8.4. Links

Occasionally, we may provide links to other websites or resources for your convenience. We do not endorse the contents of those websites and are not responsible for their availability or service. We will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked third party websites you do so at your own risk.

8.5. Liability

We use reasonable care and skill to provide “Joyti Kaur Art” in accordance with our specifications for Joyti Kaur Art but:

- the Services are provided "as is"

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

- we cannot and do not guarantee that Joyti Kaur Art or the Services will meet your requirements

We shall have no obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise, save as expressly provided in these Terms.

We, our agents, directors, officers, shareholders, employees and subcontractors will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:

- for any loss of revenue, data, business, anticipated savings, profits, opportunity, goodwill or reputation, or for any business interruption
- any loss or corruption of data
- any loss or damage which does not directly result from (or which exceeds that which was caused as a direct result of) our breach of this Agreement, howsoever caused or arising

We will not be liable for any failure to perform our obligations under these Terms caused by matters beyond our reasonable control.

You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the Terms by you, your use of the Website, or anything done while your Account is logged into the Website or App.

8.6. Suspension

We reserve the right at any time and without notice (a) to suspend or terminate your ability to access Joyti Kaur Art, (b) to suspend or terminate your use of all or part of the Services and/or any then-current orders for products, and/or (c) to take technical and legal steps to stop you from using Joyti Kaur Art if you appear to us to be in breach of any provision of these Terms. Should we do so, you acknowledge that we shall not incur any liability to you or to any other person.

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

In addition, we are entitled to suspend provision of all or part of the Services at any time if we are obliged or advised to comply with an order, instruction or request of any limb of government, or any regulator, court or other competent authority.

8.7. Contact from third parties

If anyone contacts us in relation to your or your Account's use of Joyti Kaur Art or a transaction associated with you or your Account, then you agree:

- to provide all reasonable information and assistance we may require in connection with responding to that contact
- to respond promptly and accurately to it, should we pass the message to you for a response

9. Offers and Promotions

The offers and promotions which we make available are governed by terms and conditions which will be accessible to you when relevant here.

10.1 Joyti Kaur Art Vouchers

Any offers are only applicable on the product(s) stipulated on the voucher email or site pop up.

Some offers are limited to a single purchase. Customers are able to qualify for the offer on any transaction if the offer stipulates so and only whilst the offer is running under the time frame stated on the voucher

The discount voucher will be applied to all items in the basket at check-out unless the discount is stated to only be on special offer products.

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

When the customer has a gift in their shopping basket, they will need to add the voucher/ promo code in the section clearly stating 'Enter a promo code' in the cart area and click 'apply' to receive the discount.

Products ordered with a voucher must be checked out within the valid offer time but can be despatched at any date.

All delivery charges are not included in the offer and will be purchased by the customer.

Joyti Kaur Art reserves the right to cancel, change or extend the offer at any given time.

There are no cash alternatives to the offer.

Promotions cannot be backdated or applied retrospectively to orders already placed.

*Please note that separate voucher codes cannot be combined within the same transaction. If you are using more than one voucher code, they must be redeemed via separate transactions. *

10.2 Competitions

Terms and conditions for live Joyti Kaur Art competitions will be found here when relevant

11. General

These Terms are intended to contain your entire agreement with us relating to the Services and the Website.

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

If any of these Terms are found to be invalid this shall not affect the validity of the remaining provisions which shall remain fully enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

Only you and Joyti Kaur Art shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We reserve the right to change these Terms from time to time and post the new version on Joyti Kaur Art. The new version of these Terms will take effect:

- immediately after the date of posting (or such later date as we indicate in the relevant posting)

If you do not wish to be governed by the new version of these Terms, you must cease to use the Services and Joyti Kaur Art, For the avoidance of doubt, we will not have any liability to you in that event.

These Terms, the Services and each order and purchase of a product shall be governed by English law.

You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms, the Services and any order for or purchase of a product.

We don't separately file the Terms entered into by Users when they register for Joyti Kaur Art. Please make a durable copy of these Terms by printing and/or saving a downloaded copy on your own computer. They are offered in English only.

12. Joyti Kaur Art Reviews terms of use

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

By submitting a review on Joyti Kaur Art, you confirm and agree that:

- You are the sole author of the review – none of it has been copied from elsewhere;
- Your review is accurate and fair;
- You are at least 18 years old; and
- You grant Joyti Kaur Art a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy and modify your review.

You also agree you will not submit a review:

- That is known by you to be false, inaccurate or misleading;
- That infringes anyone's copyright, trade mark or other proprietary rights, or a duty owed to any person or entity, such as a duty of confidentiality;
- That breaches any applicable law, or that advocates, promotes or assists any unlawful act
- That is, or may reasonably be considered to be, offensive, abusive, threatening or defamatory;
- That promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- For which you were compensated or granted any consideration by any third party;
- That references any other website or service;
- That misrepresents identity or impersonates any person;
- That includes any personally identifying information about any person, such as their name, address, phone number, or email address;
- That is pornographic, obscene or indecent;
- That may harass, upset, embarrass or alarm any person; or
- That comments on any other reviewer

Joyti Kaur Art reserves the right, in its absolute discretion, to:

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

- Decline to publish a review; and
- Remove a review for any reason

For any review that you submit, you grant Joyti Kaur Art a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy, modify, delete in its entirety, adapt, publish, translate and create derivative works from that review in any medium or technology throughout the world.

Joyti Kaur Art reserves the right to change, condense or delete any review content that Joyti Kaur Art deems, in its sole discretion, to breach these Terms of Use. Joyti Kaur Art does not guarantee that you will have any ability to edit or delete any review you have submitted. You acknowledge that you, not Joyti Kaur Art, are responsible for the contents of your review.

By submitting your email address in connection with your rating and review, you agree that Joyti Kaur Art and its third party service providers may use your email address to contact you about the status of your review and for other administrative purposes.

When we refer to "Joyti Kaur Art" in these Terms, we mean Joyti Kaur Art.com, the www.joytikaurkalsi.com site, any Joyti Kaur Art application that you access, according to the context.

13. Joyti Kaur Art Rewards Program - Terms and Conditions

The Terms & Conditions for the Joyti Kaur Art rewards and loyalty program will be found here when applicable

14.8. OTHER BITS YOU SHOULD KNOW

You need to make sure that the email address and other contact information in your Joyti Kaur Art Account is at all times accurate and up to date.

All purchases made from Joyti Kaur Art, including Qualifying Orders, are governed by the

These terms take effect January 2025 and are subject to change by Joyti Kaur Art

Joyti Kaur Art Ts & Cs, save as provided in these Terms.

If you have any other questions just check our FAQs page. If you can't find the answer to your question, then please contact us.

Our services including community and corporate have relevant policies. The art work is the sole creation of individual Joyti Kaur.

Instructions on care of Joyti Kaur Art art

- Please ensure all art of is respected with reasonable care within your secure environment. Where specified some art comes with the frame included.
- All rights remain with the creator Joyti Kaur Art. This includes but is not limited to images, the design of each art as well as the videos and stories that come with art

These Terms, together with the Joyti Kaur Art Ts & Cs, are intended to contain your entire agreement with us relating to the subject-matter of these Terms.

If any of these Terms is found to be invalid this shall not affect the validity of the remaining provisions which shall remain fully enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

We reserve the right to change these Terms from time to time and post the new version on the Website. The new version of these Terms will take effect on a date that we will specify at the time.

You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms, Joyti Kaur Art Rewards or any of the subject-matter of these Terms.

These terms take affect January 2025 and are subject to change by Joyti Kaur Art