



PO BOX 536 PRAHRAN VICTORIA 3181 AUSTRALIA • TEL: 61 3 9510 1509 • FAX: 61 3 9510 1240 • EMAIL: contactus@weiv.com.au

How to use Weiv Gallery

To view artworks you can either:

- use the dropdown menus to specify the **Category/Style/Subject** of artwork you would like to view, OR
- use the **Price Range** drop down menu to select artwork in your price range, OR
- enter a **Keyword** (eg water) to view artworks with a theme you are interested in, OR
- select **All Artworks** to view the entire Weiv Gallery, OR
- select **New Artworks** to view works entered onto the Weiv Gallery within the last 30 days

Once you have made your selection, click on **Art Search** and your artwork selection will be shown.

Alternatively, you can click on **Search Artist Name** to view artworks by a particular artist.

You can then scroll through the artworks exhibited from your "search". If you see a piece that you would like to view up closer or obtain more information about, just click on the image.

You will then see the artwork in a larger scale along with details about that work. At the bottom of the details you also have the option to view more artworks by that artist.

There is also an option to **BUY** this artwork. This option is to buy or rent the artwork/s online using Visa, MasterCard or Bankcard (Weiv is a merchant of Westpac Bank utilising Esec SecurePay). If you would prefer to pay for artwork via another method, please contact Weiv on +61 3 9510 1509 or contactus@weiv.com.au or facsimile +61 3 9510 1240 and let us know which artwork/s you are interested in purchasing.

If you click on BUY the artwork will be added to your shopping trolley. Items can be added and deleted from your shopping trolley at any time. Each time you add artwork to your shopping trolley you will be shown the contents of your shopping trolley so far. From this screen you can choose to either **Check Out** (buy the items), **Continue Shopping**, or you can **update** or **delete** the items in your trolley. If you do not continue to the checkout, you will not be charged for the items in your shopping trolley.

To buy the items in your shopping cart select **Check Out**.

You will then need to enter your details, and the details of where you would like each artwork delivered (if all to the same address select **Same as Above**). Please note, in order to keep freight costs as low as possible for you, we cannot provide real time freight/shipping rates. After we receive your order we will contact you with the exact freight cost. You will not be billed for freight until you approve the freight cost. Delivery costs incurred will be from pick-up at artist's studio to customer delivery address.

You are then able to review the contents of your shopping cart again. For people outside of Australia a **Currency Converter** is available. If you do not wish to add anything else to your shopping cart and are ready to purchase, select **Pay Now**.

You will then enter the Esec SecurePay page for payment. Enter your credit card details and select **Pay Now**. Your payment will then be processed and you will receive confirmation from Esec SecurePay. You will also receive an email from Weiv confirming your purchase, and a member of the Weiv team will contact you within 3 working days to arrange delivery and establish delivery costs.

We ask that before you use Weiv Gallery you read our [Terms and Conditions](#)



TERMS AND CONDITIONS

[Introduction](#) | [Privacy](#) | [Product Information](#) | [Delivery](#) | [Returns and Exchanges](#) | [Gift Vouchers](#) |

Introduction

[Top Close](#)

Welcome to Weiv.com.au and thank you for shopping with us.

These Terms and Conditions govern the use of Weiv (the website") and the purchase of any goods from it. The website is owned and operated by Weiv (ABN 14 402 945 193). In these Terms and Conditions, the expression we , us and our are a reference to Weiv.

If you need more assistance you can always contact the Weiv team on + 61 3 9510 1509 between 8am - 6pm AEST Monday to Friday (excluding public holidays), or email contactus@weiv.com.au.

Acknowledgment and acceptance of Terms and Conditions

[Top Close](#)

Please note that by accessing, using or browsing this website you agree to be bound by its terms, conditions, disclaimers and limitations of liability ("Terms and Conditions"). By using the website, you acknowledge that you have read and understood these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the website.

Weiv reserves the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you. Your continued use of the website following such notification will represent an agreement by you to be bound by the Terms and Conditions as amended.

Limitation of Liability

[Top Close](#)

Except as is otherwise stipulated in these Terms and Conditions, Weiv will not accept liability to you in respect of any loss or damage (including indirect special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to an order placed on this website or in respect of any failure or omission on our part to comply with our obligations as set out in these Terms and Conditions.

Any liability of Weiv or its related bodies corporate, any of their directors, officers, employees, consultants or shareholders (Weiv's Associates) in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Weiv be limited to:

1. in relation to goods, the replacement or repair of the goods, the supply of equivalent goods, the payment of the cost of replacing or repairing the goods or the payment of the cost of obtaining equivalent goods; and
2. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

Disclaimer

[Top Close](#)

The information contained on the website is provided by Weiv in good faith. To the best of Weiv's knowledge, the information is accurate and current. However, Weiv or Weiv's Associates do not make any representation or warranty as to the accuracy or completeness of the information. We do not accept responsibility for any loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this website.

To the fullest extent permitted by applicable law, Weiv disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement. Weiv makes no warranty that this website, any information or ideas contained on this website or any products or services will meet your requirements.

You expressly acknowledge and agree that Weiv does not control other users of this website, the providers of information or ideas to this website or the suppliers of goods and services purchased from this website, and Weiv is therefore not liable for their opinions or their behaviour, including any information or advice provided by them or any defamatory statements made by them or any offensive conduct on their part.

You further acknowledge and agree that, subject to the section dealing with "Limitation of Liability", Weiv will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on behalf of you, through the website.

Copyright

[Top Close](#)

Copyright in the Weiv website is property of or licensed to Weiv. Material on this website also comprises copyright material. Other than for the purposes of, and subject to the conditions prescribed under the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- commercialize any information, products or services obtained from any part of this website;

without our written permission.

Material on this website also comprises trade marks and registered trademarks which are the property of Weiv and third parties. If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- in or as the whole or part of your own trade mark;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services (including this website).

This property may only be used for the purposes of browsing the Weiv website and acquiring goods and services of Weiv.

Applicable Law

[Top Close](#)

These Terms and Conditions are governed by the laws in force in Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts, which may hear appeals from those courts.

Information Provided by You

[Top Close](#)

If you purchase goods and services from Weiv, we may require you to provide your name, address, email address, credit card number or other details ("customer information"). We may subsequently require further details to enable the processing of any orders that you make. You agree to provide Weiv with current, complete and accurate customer information when asked to do so by the website or an employee of Weiv. All such information collected by Weiv is covered by our Privacy Policy.

We will preserve the content of any email you send us if we believe we have the legal requirement to do so. Your email message content may be monitored by us for trouble shooting or maintenance purposes or if any form of email abuse is suspected.



[Privacy Policy](#) (pdf document)

Specific Warnings

[Top Close](#)

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

All care is taken to ensure that Weiv websites and data transmissions are free from viruses, malicious computer code or other forms of interference. However, it is your responsibility to scan any such data for viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

Details contained on this website relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on this website concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws or the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from this website.

You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

Privacy

[Top Close](#)

We treat all customer information in accordance with our Privacy Policy.

Our Privacy Policy constitutes part of these Terms and Conditions.



[Privacy Policy](#) (pdf document)

Other Privacy information you should be aware of

[Top Close](#)

Unfortunately, no data transmission of the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Sign out or close your browser once you have finished shopping within Weiv or associate partner stores. This is to ensure that others cannot access your personal information and correspondence.

If you share a computer with someone or are using a computer in a public place like a library or Internet café. You as an individual are responsible for the security of and access to your computer.

- You are solely responsible for maintaining the secrecy of your username and passwords and any account information. Please be careful and responsible whenever you are using the Internet and Weiv
- Further Privacy information can be obtained on the Australian Privacy Commissioner's Web Site

If you need more assistance you can always contact the Weiv team on + 61 3 9510 1509 between 8am - 6pm AEST Monday to Friday (excluding public holidays), or email contactus@weiv.com.au.

Membership (coming soon)

[Top Close](#)

A Weiv member may not have more than one active membership, whether this is by use of name, email address, an alias or combination thereof. If you breach this condition, you may be liable for the recovery of any benefits obtained this way, such as gift vouchers, promotional benefits and the value therein.

Membership accounts are non-transferable. You may update, edit or terminate your membership account at any time. You agree to maintain and update the information as supplied by yourself to ensure accuracy at all times.

As a Weiv member, you are responsible for maintaining the confidentiality of your own membership account and password. You agree to take responsibility for all activities that occur under your membership account and password.

Product Information

[Top Close](#)

Prices of goods and services and delivery and other charges displayed on the Weiv website are current at the time of display. These prices are subject to variation without notice.

We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that product descriptions or other content of the website is accurate, complete, reliable, current or error free.

Placing and Accepting Orders

[Top Close](#)

Orders will not be despatched until payment in full has been received and Weiv is satisfied with the integrity of the order.

Without limiting the operation of any other Terms and Conditions herein, Weiv is not responsible for any loss or damage caused by late delivery or cancellation of an order or a product.

You may offer to purchase goods described on this website for the price specified on this website. Placement of an order by you constitutes an offer to enter into an agreement with us ("your offer"). Your order must contain your name, email address, credit card details and any other ordering information specified on this website.

We will email you an Order Confirmation for the sole purpose of confirming the details of your offer. Please note that our Order Confirmation does not constitute an acceptance of your offer or reflect the status of your order in any way.

Within seven days of receipt of your order, we will at our discretion accept or reject your offer to purchase.

You may not cancel an order once it has been submitted, even if our acceptance or rejection of your offer is still pending.

We are not required to give reasons for rejecting your offer to purchase.

If we reject your offer to purchase the goods for any reason, neither of us will be under any further liability to the other arising out of your original offer or our non-acceptance of that offer.

If we have not responded to you within seven days, your offer will be deemed to be rejected.

We give no undertaking as to the availability of products advertised on this website.

Delivery of the goods to you will be effected in the manner described on this website.

Title in the goods does not pass to you until payment has been received.

Risk of loss or damage to the goods passes to you upon dispatch.

Payment must be effected in the manner described on the website. Prices are in AUD and are inclusive of goods and services tax (unless otherwise stated). In all other respects, the price is exclusive of taxes, duties and charges imposed

or levied in Australia or overseas in connection with the supply of goods.

The goods are offered for sale only to persons who can make legally binding contracts.

Cancellation by Us

[Top Close](#)

We reserve the right not to provide goods or services, remove or edit content or cancel orders (or part thereof) at our sole discretion at any time. Without limiting the operation of any other Terms and Conditions herein, we will not be held liable for loss or damage arising from the exercising of these rights.

Cancellation by You

[Top Close](#)

If you need to cancel an order, please contact us immediately on +61 3 9510 1509. Our agreement with you only comes into existence once we have both confirmed your order and your payment has been processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

Orders that cannot be cancelled will be subject to our terms, conditions and policies relating to Returns and Exchanges.

Delivery

[Top Close](#)

All items are securely packed in reinforced, weatherproof packaging and are delivered by a reputable express courier. They are insured during transit to cover loss, damage or non-delivery. Delivery charges vary according to destination and will be advised to the customer before purchase and despatch. In order to keep freight costs as low as possible, we cannot provide real time freight/shipping rates. After we receive your order we will email you with the exact freight cost. You will not be billed until you approve the freight cost.

Returns and Refunds

[Top Close](#)

You or the recipient of an order may return artwork that has been purchased from Weiv because you have changed your mind or are unhappy with a gift within 14 days of delivery. All artwork returned to Weiv must be:

1. In original condition
2. Undamaged
3. Returned within 14 days of delivery
4. In a saleable condition upon return

In the event of a return you will receive a refund via the original payment method, less costs for delivery and return shipment.

Returns and Refunds of items paid for by Gift Vouchers

[Top Close](#)

For gifts purchased using a Weiv gift voucher, the amount paid by gift vouchers will be refunded in the form of a Weiv Gift Voucher, and the remaining amount will be refunded via the original method of payment.

Please allow up to 10 days for refunds to be processed upon our receipt of goods.

Gift Vouchers

[Top Close](#)

Please ensure all Weiv Gift Vouchers are redeemed at the time of ordering. Once the order has been submitted and paid for by means other than a voucher, we are unable to retrospectively redeem a Gift Voucher to offset that cost.

All Gift Vouchers are issued with an expiry date as indicated on the voucher itself. Once that Gift Voucher has expired, we are unable to extend the expiry date under any circumstances. It is the Gift Voucher holder's responsibility to ensure it is redeemed before the expiry date.

When redeeming a Weiv gift voucher, you must use the entire balance of the gift voucher at once. You can not carry the remainder of the voucher value forward.

Weiv Gift Vouchers may not be used to purchase other Gift Vouchers.

Linked Websites

[Top Close](#)

This website may contain links to other websites (linked websites). Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked web sites.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

General

[Top Close](#)

We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.

If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

Termination of Access

[Top Close](#)

Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Release and Indemnity

[Top Close](#)

You agree to waive any and all claims that you now have or may have in the future against Weiv and Weiv's Associates which relate to or are incidental to any transaction.

You agree to indemnify and hold Weiv harmless from and against any and all claims, loss or expense that may be incurred by Weiv or Weiv's Associates which relate to or are incidental to the performance of its duties as described in these Terms and Conditions including all costs of defending itself against a claim by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

You further agree to indemnify and hold Weiv and Weiv's Associates harmless from any claim made by any third party due to or arising out of your use of this website, the violation of these Terms and Conditions by you, or the infringement by you, or other users of this website using your membership account, of any intellectual property or other right of any person or entity.

Should you object to any of these Terms and Conditions (including any subsequent amendments), you must immediately discontinue using this website.

To Return to the Website

[Top Close](#)

To return to the website, click where indicated. By doing so, you acknowledge that you have read, understood and accept the above terms of use.