

Terms and Conditions

1 Information About Us

- 1.1 The Website is a site operated by Tiny People Studio (we/us/our).
- 1.2 We are registered in France under the company number (SIREN) 811 815 737 RE 670
- 1.3 We do not have any international VAT numbers as our company status means that we do not collect VAT.

2 Your Status

- 2.1 By placing an order through the Website you warrant that you are old enough to buy any age restricted items in your order.
- 2.2 By placing an order through the Website or through any other form of communication with us you are deemed to have accepted these Terms and Conditions in their entirety.

3 Formation of the Contract

- 3.1 Once you have placed an order you will receive an email from us acknowledging receipt of your order. Please note that this does not mean your order has been accepted. Your order constitutes an offer to buy Products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Products have been despatched. The contract between us (Contract) will be formed at the earlier of (i) the point when we send you the Despatch Confirmation, (ii) the point when we take payment for your order, or (iii) the point when we despatch the Products to you. Exceptions apply to custom ordered which are covered in condition 13.
- 3.2 The Contract will relate only to those Products whose despatch we have confirmed in the Despatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products has been confirmed in a separate Despatch Confirmation.
- 3.3 We reserve the right to:
 - 3.3.1 decline any order (or part of any order) where the Products are unavailable for any reason;
 - 3.3.2 decline any order (or part of any order) where the Website has contained obvious errors or inaccuracies in relation to the description of a Product or the pricing of a Product (see condition 5.1);
 - 3.3.3 place restrictions on the volume of any Product ordered where the availability of a Product is limited; and
 - 3.3.4 place restrictions on the volume of any Product ordered in accordance with our standard procedures relating to compliance with the laws and regulations in your territory.
 - 3.3.5 refuse a commission order if we have any reason to believe that it constitutes an infringement of Copyright or Intellectual Property ownership held by anyone other than yourself or us.

4 Ownership of Products

- 4.1 You will become the owner of the Products when they have been delivered to you.
- 4.2 Once Products have been delivered to you they will be held at your risk and we will not be liable for their use, loss or destruction.

5 Price and Payment

- 5.1 The price of any Product will be as quoted on the Website from time to time, except in the circumstances set forth in condition 5.6 and condition 5.7 below. The price for the Products will be confirmed before you complete your order and in the Despatch Confirmation.
- 5.2 All prices are displayed in Euros (€). You will be charged in the currency of the shipping address, or, where we do not accept payment in the currency local to the shipping address, Euros (€).
- 5.3 Prices of Products may change at any time, but changes will not affect orders which you have placed that have been confirmed by the Despatch Confirmation.
- 5.4 Prices of Products may be subject to certain sales taxes depending on where in the world the order is to be shipped to. If you are responsible for paying tax and that tax has not been collected by us, it is your responsibility to pay such tax as applicable.
- 5.5 Prices of Products exclude delivery costs which will be added (if applicable) to the total amount due prior to the point of check out of your order.
- 5.6 The Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Website may be incorrectly priced. Where a Product's correct price is less than our stated price, we will charge the lower amount when despatching the Products to you. If a Product's correct price is higher than the price stated on the Website, we will, at our discretion, either contact you for instructions before despatching the Products, or reject your order under condition 3.3 and notify you of such rejection.
- 5.7 We are under no obligation to provide Products to you at an incorrect (lower) price, even after we have sent you a Despatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 5.8 Payment for all Products must be made using one of the methods made available at the point of checkout.
- 5.9 custom or commission orders are subject to separate terms detailed under condition 12.

6 Delivery

6.1 The Products will be delivered to the address specified in your order and in accordance with the delivery option selected at the point of checkout.

6.2 Products are shipped weekly every Friday excepting bank holidays and other unforeseeable events making shipping impossible (including but not limited to: strikes, acts of God, social disorder...), in which case Products will be shipped within the shortest reasonable time.

6.3 Whilst we will take reasonable steps to ensure that your order is despatched and delivered on time, please be aware that despatch and delivery times are estimates only, and that time of despatch or delivery is not of the essence of any Contract. Where any Product is manufactured or produced to order by you, an estimated delivery time will be specified at the point of ordering. A more detailed delivery time will then be specified in the Despatch Confirmation. By placing an order for a Product manufactured or produced to order, you acknowledge that delivery may be subject to substantial lead times.

6.4 We may defer the date of despatch or delivery or cancel any Contract, or remove from your order any Products ordered by you (without liability) if we are prevented or delayed in the carrying on of our business, due to circumstances beyond our reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, extreme weather conditions, flood, epidemic, lock-outs, strikes or other labour disputes, fuel shortages, restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials.

6.5 We will use reasonable endeavours to ship all of your order together in one shipment. But we reserve the right to ship your order in instalments should some components of your order be unavailable for delivery, or have delayed availability, when you place your order, or if your order is too big to deliver in one shipment. In these circumstances you will be charged a single delivery fee for the whole of your order.

6.6 We will use all reasonable endeavours to ensure that the Website displays the correct availability of Products for ordering. To the extent that we are reasonably able to do so, we will identify any limitations on availability (that we are aware of at that time), such as temporarily out of stock Products, in the relevant Product listing page. The provisions of this condition 6.6 are subject at all times to the provisions of condition 3.3.1.

7 Cancellations and Returns

7.1 We hope that you will be happy with all Products purchased from the Website, however, if you are not, subject to condition 7.4, you may cancel a Contract at any time and for any reason within seven working days, beginning on the day after you receive the Products (Cooling-Off Period). Should you wish to do this you will receive a full refund of the price paid for the Products as described in condition 7.3.

7.2 To cancel a Contract you must send us written notice, to be received by us during the Cooling-Off Period, by email or by post containing your name, address, and product order details (order number, Products ordered, and date of order). You must keep the Products in your possession and take reasonable care of them. In addition, you must return the Products to us as soon as possible at your cost and risk, in the same condition in which you received them. We suggest that you do this using a registered delivery service to reduce the risk of the Products not reaching us. If you fail to take reasonable care of the Products before returning the Products to us, or fail to take reasonable care to ensure that we receive the Products and that they are not damaged in transit, we may take legal proceedings to recover any damages, costs or other expenses which we incur as a result.

7.3 When you cancel a contract under condition 7.1, we will process the refund due to you no later than within 14 days of receipt of the relevant Products back from you. We will refund the price of the Product in full, including the cost of sending the item to you.

7.4 You will not have a right to cancel a contract under condition 7.1 where:

7.4.1 the Products forming the contract are Downloads (as defined under condition 9) such as audio books, ebooks, magazines or tutorials (on the basis that the contract has been performed with your consent); and

7.4.2 the Product forming the contract is made to order or otherwise tailored to your specification (custom or commission order).

7.5 Products returned by you because of a defect (and not a cancellation under condition 7.1) will be examined by us. Where evidence of a defect is found we will notify you of your entitlement to (at your option) (i) a replacement Product, or (ii) a refund for the defective Product. Where a refund is requested, we will process the refund due to you (including a refund of the delivery charges for sending the item to you) as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Product.

7.6 We will usually refund any money received from you by using the same method originally used by you to pay for your purchase.

7.7 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of, or in connection with, any defect with a Product, and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the Product in question.

7.8 Nothing in these conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence or fraud.

8 Import Duty

8.1 It is possible that your order may be subject to import duties and taxes which are levied when the Products reach specified destinations. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount.

9 Electronic Downloads

9.1 When you download an e-book, audio book or any other electronic download Products from this Website (Download), we grant to you a personal and non-exclusive licence to use that Download in accordance with this condition 9.

9.2 You may only store Downloads on devices that you own. You may print one copy of any Download provided you retain it for personal use only and do not facilitate its copying or distribution by, or amongst, third parties.

9.3 For the avoidance of doubt, you must not:

9.3.1 provide or share the Download with any individual, company or partnership;

9.3.2 make the Download available on bit-torrent sites or elsewhere on the internet;

9.3.3 distribute copies of any Download (in any format); or

9.3.4 attempt to reverse engineer, bypass, alter, amend, remove or otherwise make any change to any copy protection technology that may be applied to the Download.

9.4 You acknowledge and accept that all copyrights, trademarks and other intellectual property rights in the Download shall remain the sole property of Tiny People Studio. You undertake not to make any use of the intellectual property rights in Downloads, otherwise than in accordance with this condition 10, without our prior written permission.

9.5 Should you breach any of the provisions of conditions 9.2 to 9.4 your license to use or store the Download shall automatically terminate and you must permanently delete the Download from any device upon which you have caused it to be stored. You should be aware that any unauthorised use of a Download in breach of conditions 9.2 to 9.4 shall be treated as an infringement of our intellectual property rights and dealt with accordingly.

9.6 To the extent that there is any conflict or contradiction with this condition 10 and any other condition in these Terms this condition 9 shall prevail to the extent that the conflict or confusion relates to Downloads.

9.7 Some Downloads are available for purchase through this Website, but the Download itself will be available for download (Electronic Delivery) through selected third parties. In this circumstance, we shall direct you to the third party's website for Electronic Delivery of the Download. We will provide you with appropriate means (a unique code or similar) to complete the Electronic Delivery of the Download via the third party's website. Where you receive Electronic Delivery of a Download through a third party website, the terms and conditions of the third party website shall apply to such Electronic Delivery.

10 General

10.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

10.2 All notices from you to us must be in writing and sent by email, registered post or airmail. Our contact details can be found here. All notices from us to you will be displayed on the Website from time to time or sent by email, registered post or airmail to any address provided by you to us. Notices will be deemed received immediately when posted on the website, 24 hours after an email is sent, 3 business days after the date of posting of any letter by registered post, and 10 business days after the date of posting if sent by airmail

10.3 The Contract is binding on you. You may not transfer, assign or otherwise deal with or any of your rights or obligations arising under the Contract.

10.4 If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10.5 These Terms and Conditions constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract. We each acknowledge that, in entering into a Contract, neither of us relies on any statement, representation, assurance or warranty of any person (whether a party to that Contract or not) other than as expressly set out in these documents. Nothing in this clause shall limit or exclude any liability for fraud.

10.6 Failure or delay by us in enforcing or partially enforcing any provision of a Contract shall not be construed as a waiver of any of our rights under the Contract. Any waiver by us of any breach of, or default under, any provision of a Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

10.7 We have the right to revise and amend these Terms from time to time. The latest version of these Terms will be available on the Website. You will be subject to the policies and Terms in force at the time that you order Products from us.

10.8 No term of any Contract shall be enforceable by a person who is not a party to the Contract.

10.9 To the fullest extent permissible, any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) will be governed by French law and subject to the exclusive jurisdiction of the courts of France.

11 Complaints Policy

11.1 We are committed to providing a quality service to you and value your views, opinions and feedback on any Products which have been supplied to you or the service which we have provided to you. If we have not performed any of our duties to a satisfactory standard please contact us and we shall endeavour to put right any problems.

11.2 If your complaint relates to the quality of a Product please refer to condition 7. For any other complaints, queries, or to provide us with feedback, please contact us here. We shall endeavour to contact you within five business days of receiving your email and shall work closely with you in trying to resolve any problems fairly and quickly and to ensure that both our Products and the services which we have provided to you are to your satisfaction.

12 Custom and commission orders

12.1 Custom and commission orders (Commission) are subject to variable degrees of prior negotiation before a contract is formed between you and us. You agree that we will keep copies of all communications pertaining to the forming of a contract between you and us.

12.2 You agree to take all reasonable steps to ensure that your Commission does not in any way infringe Copyright or Intellectual Property ownership of any persons or entity not bound by the contract formed between you and us.

12.3 Whilst we will take all reasonable steps to ensure that your Commission does not infringe Copyright or Intellectual Property ownership held by any persons or entity not bound by this contract, in the event that an outside party make a claim regarding such an infringement, you will be considered sole legally responsible for the infringement in accordance with the laws enforced at the time of complaint. We will not be held responsible for any infringement we took all reasonable steps to avoid.

12.4 The completion of a Commission, and its subsequent delivery, can be subject to a variable timeframe. We will take all reasonable steps to complete your Commission in a timely manner. However, delays in completion of a Commission will not be considered a valid reason for you to breach or terminate the contract between you and us.

12.5 Commissions are accepted after the following stages:

12.5.1 You and us are in agreement as to the various aspects involved

12.5.2 A down payment equal to 50% of the total quote (excluding shipping fees) has been sent to us by you

12.6 The down payment is non-refundable in the following circumstances:

12.6.1 You breach or terminate the contract between you and us

12.6.2 You fail to settle the balance of the contract within a 30 day period after notification of completion of your commission

12.7 The down payment is refundable at our discretion if changing circumstances render us unable to start or complete your commission.

12.8 You are at liberty to request modifications to your Commission throughout the completion process as long as they keep within the bounds already defined in these Terms and Conditions.

12.8.1 Modifications made at your request may incur an increase of the balance to be paid at the completion of your Commission. Should your modifications incur extra costs you will be notified by us before we undertake the modifications and we will wait for your decision to accept or decline these costs.

12.9 As stated in condition 12.6 should you breach or terminate the contract between you and us, or should you fail to settle the balance of your contract with us within a 30 day period after notification from us of completion of your commission, then all models, work performed, and associated products including any you may have supplied, become or remain our property and we will consider ourselves free to make use of these in any legal way we see fit to recover any damages, costs or other expenses which we incur as a result.

12.10 Upon completion of your commission you will be notified either by email or registered post. From receipt of this notification you have a 30 day period to settle the balance of your contract. Should you fail to do so then conditions 12.6 and 12.9 are fully applicable.

12.11 Commission products and orders are shipped only after we have received payment of the balance and shipping fees for the commission.

12.12 Unless specifically defined in the contract of the commission, you agree that we are free to publish photos and other materials pertaining to the commission on all forms of communication and media that we see fit. We will not publish your name, or company details, without having first obtained written permission to do so from you.