

# Terms and Conditions for Artists

If You are a **customer**, please click [here](#) to view our ordinary **Terms & Conditions**.

These terms and conditions form a legally binding agreement between You and Caterham Art Group, the supplier of the Service. Your statutory rights are not affected

We are: Caterham Art Group,  
You are: a user of our services.

## 1 Definitions

“Us/Our/We” means Caterham Art Group.

“You/Yours” etc. means You, a user of our services.

“Site/Sites” means web site [caterhamartgroup.org.uk](http://caterhamartgroup.org.uk) or any other sites owned and controlled by Us.

“Artwork” means artwork/craftwork owned and controlled by You for the purposes of selling through the Site.

“Service” means the process of displaying/marketing/selling Your Artwork through the Site.

## 2 Acceptance of Artist

2.1 We reserve the right to accept or decline Your application to market Artwork through Us. Your application includes Your acceptance of these terms and conditions. You must be a paid up member of Caterham Art Group in order to use this service. If You are no longer a member of Caterham Art Group, then Your Artwork will be removed from the Site.

You must complete an Artists Sales Form (downloadable [here](#)) in order to use our Service.

2.2 You warrant that all information supplied to Us is accurate, and up to date.

2.3 You agree to have Your Artwork and descriptive information displayed on the Site.

2.4 You will inform Us of any changes as soon as reasonably practicable in the information stored by Us including name, address and contact details, pricing of Artwork, and the sold or unavailable status of the Artwork. You undertake to inform Us immediately if a listed Artwork is no longer available for sale so that it can be removed from the Site.

### **3 Acceptance of Artwork and Relationship**

3.1 We reserve the right to accept or decline Your application to market any Artwork through Us for any reason.

3.2 If a sale is made You are entering into a legally binding contract with Us to complete the sale and despatch the Artwork in the agreed time.

3.3 As part of our intermediary services (since we are never a party to the sales contract between You and the Customer) You have given Us a mandate to:

- a. conclude a sales contract on your behalf and cancel the same at Our discretion;
- b. issue an invoice on your behalf with the price of the Artwork and full details regarding refunds and cancellation including address to which to return the Artwork as specified in the Artists Sales Form;
- c. receive the sums paid by the Customer for the purchase of the Artwork, on your behalf.

### **4 Non-exclusivity**

4.1 You may market Your Artwork through other channels simultaneously with marketing through Us, provided:

- a. this does not affect Your ability to deliver the Artwork to the Customer within the specified time.

- b. You do not offer Your Artwork at a price lower than the price which You are offering it through Us.
- c. If the Artwork is sold through another channel You will immediately inform Us so that We can remove it from sale on the Site.

## **5 Copyright**

5.1 You warrant that all work sold through Us is free of any copyright restrictions or intellectual property disputes. You warrant the Artwork is Yours to sell.

5.2 The copyright in the Artwork will remain with You even after ownership of the Artwork is transferred to the Customer.

5.3 You grant us a perpetual and irrevocable licence to use photographs of Your Artwork on the Website and in any marketing materials, including on any websites, social media, in any advertising campaigns, online or offline, at any time.

## **6 Illustrative Images**

6.1 You must supply at least two high-quality digital Images of each Artwork You wish to sell through Us. The Images must be in JPEG format. The Gallery Image will show the entire artwork including frame (if framed). You must also provide full details of the Artwork including size, medium, etc. You are solely responsible for the information provided regarding your Artwork etc on the Site, and We cannot be held responsible in any way for any errors on the listing.

## **7 Pricing and Artwork particulars**

7.1 You will choose the price which the Artwork should be sold for (“the Price”). The Price must be inclusive of VAT (if applicable) and Your delivery and insurance costs and Our commission. Our Commission rate will normally be 20% of the Artwork Value (Artwork Value is the Price less delivery costs and VAT (if applicable) for Artwork marketed, as detailed in Your Artists Sales Form).

7.2 Once accepted You agree to sell the Artwork at the agreed Price should a Customer wish to purchase it via Our Site.

## **8 Delivery, packaging and insurance**

8.1 You are **solely** responsible and liable for costs of all materials, packaging, delivery and insurance costs. These costs cannot be reclaimed from Us under any circumstances and should be taken into account when pricing Your Artwork and completing the Artists Sales Form.

8.2 You will ensure that Artwork are securely packaged, labelled and adequately insured for safe delivery to the Customer.

8.3 You will not include any contact details that would encourage the customer to deal directly with You in the packaging, such as business cards, leaflets, letters of solicitation for business etc.

8.4 You will package and arrange delivery of Artwork to the Customer within a maximum of ten working days of receiving the order via Us.

8.5 Should You become aware of any reason why an Artwork that has been ordered from You may not be received by the Customer within ten days, You will notify Us immediately of the reason for and expected length of the delay. We will attempt to contact the Customer and in some cases and at our discretion may offer a refund to the Customer resulting in the cancellation of the order from You.

## **9 Returns and damaged goods**

9.1 In the event of the Artwork arriving damaged with the Customer, You will be liable for the costs of retrieving the Artwork.

9.2 You will claim any costs in retrieving the Artwork through the insurance cover provided by Your chosen courier. We will not accept claims for reimbursement in the event of damage to Artwork under any circumstances.

9.3 You accept that if You have not taken adequate insurance, You will be liable for the costs of retrieving the Artwork.

9.4 You accept that the Customer has a statutory right to return the Artwork within 14 days of receipt, and this will constitute cancellation of the order. We will not accept liability for Your delivery expenses in this instance and will refund the Customer the full Price.

9.5 The Customer may also make a claim concerning the Artwork purchased within a period of 21 days from the receipt or expected receipt date of any Artwork, for the following reasons:

- a. Order not received.
- b. Order received but not in conformity: The Artwork does not correspond to the one ordered. You will be informed of the claim by Us and undertake from that moment on to take it up as Your personal responsibility.

9.6 Any dispute concerning any claim under this clause 9 must be settled directly between the Customer and You.

## **10 Payment for Artwork**

10.1 We will transfer the amount received for the sale of the Artwork, after deducting the Commission, to the bank account you have provided on your Artists Sales Form, within 20 days from the day the Customer confirms receipt of the order or from the confirmation of delivery by the carrier (in order to accommodate the Customers right to cancel)

10.2 If the Customer does not confirm receipt of the order, We will transfer the amount received for the sale of the Artwork, after deducting the Commission, to the bank account you have provided on your Artists Sales Form, within 30 days from the date of purchase. This amount does not earn any profits (legal or otherwise) for the time that the funds have been in Our possession.

## **11 Ownership of Customer relationship**

11.1 If there is a Customer who wishes to purchase Your Artwork, You enter into a sales contract with the Customer for the Price. It is important

to note that We are not a party to the sales contract concluded between You and the Customer and will therefore not be responsible for the arrangements made under this contract (such as delivery terms), nor required to provide post-contractual information.

11.2 You agree that You will not approach the Customer directly or correspond with the Customer in any way, except with express written authorisation from Us. You will not sell directly to the Customer or allow a direct relationship to develop between You and the Customer that could be detrimental to Us. You will not pass Your contact details to the Customer, including in Artwork packaging.

11.2 In the event of a return or damaged goods claim, we will release Your details to the Customer.

## **12 Termination**

12 In addition to the provisions of our Terms and Conditions and

- a. to comply with applicable laws or
- b. If You have violated these terms and conditions, or
- c. if We are informed of issues related to Your conduct or behaviour, or
- d. if We believe in good faith that it is necessary to protect Our online sales site, other Users, or
- e. it is in the public interest to prevent fraud or other illegal activities,

We may temporarily or permanently limit Your access to Our Services

## **13 Disclaimer**

13.1 You agree to defend, indemnify, and hold harmless Us, Our officers, agents, and third parties, from Your use of the service, including any violation of these rules.

13.2 We provide this service on an “as-is” basis without warranty of any kind including the implied warranties of merchantability and fitness for a particular purpose.

13.3 This Agreement is entered into in England and shall be governed by, and shall be construed in accordance with, English law. The courts of England shall have jurisdiction to hear and determine any cost, action or

proceedings, and to settle any disputes which may arise out of or in connection with these rules and You irrevocably submit to the jurisdiction of such courts.

13.4 We reserve the right to change artist terms and conditions, as necessary to support our business objectives, by giving a minimum of 28 days notice on the Site.

13.5 Using the Service constitutes acceptance of these terms and conditions

All rights reserved.

If you have any questions regarding these terms and conditions please email [gallery@caterhamartgroup.org.uk](mailto:gallery@caterhamartgroup.org.uk)