

Terms and Conditions for Artists

If You are a **customer**, please view our Terms & Conditions on the SHOP page of our website next to **Attention Customers**.

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

“Site/Sites” means website 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 You must be a paid-up member of Caterham Art Group 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 from the Caterham Art Group website) to use our Service or submit via email.

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 submission(s) to market any Artwork through Us for any reason.

3.2 Your submission includes and assumes Your acceptance of Our ***Artist's Terms and Conditions*** downloadable from Our website SHOP page or in the website footer.

3.3 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.

3.4 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 or otherwise provided by You;
- 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. 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 of Our websites, social media, in any advertising campaigns, online or offline, at any time.

6 Illustrative Images

6.1 You must supply at least one and at most three high-quality digital Images of each Artwork You wish to sell through Us. The Image(s) must be in JPEG format. The Gallery Image will show the entire artwork including frame (if framed), when clicked on. 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 be 10% 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 or email. We reserved the right to raise the commission rate at any time.

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/email.

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

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

8.4 Should You become aware of any reason why an Artwork that has been ordered from You may not be shipped to 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 still be liable for the costs of retrieving the damaged 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. It will be the customer's responsibility to pay for delivery of returns with insurance. We will not accept liability for delivery expense of a customer's discretionary return. Once the return is received, We will refund the Customer the full sales Price paid.

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 9.5 must be settled directly between the Customer and You.

10 Payment for Artwork

10.1 Once You send us photographic proof of shipment and shipping cost, We will deduct the shipping cost from the Price. Our commission

will be taken from the remaining sum. What remains after Our commission is deducted We Will transfer to the bank account you have provided on your Artists Sales Form/email 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 statutory 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 Once we have been contacted by a Customer about an Artwork or Artworks of Yours on Our Website, You will not sell that Artwork or Artworks directly to the Customer.

11.3 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’s 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