

## Terms and Conditions – ArtyArts V2.0

Effective Date : March 27, 2026

Last Updated: : March 27, 2026

## 1. Introduction\*\*

These Terms and Conditions ("Terms") govern your use of ArtyArts online art gallery website [www.artyarts.com](http://www.artyarts.com) ("Platform"), including the purchase of artworks ("Artworks") and the sale of Artworks by artists ("Sellers/Artists").

By accessing, browsing, or using this Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use this Platform.

These Terms cover:

Customers - purchasing Artworks

Artists/Sellers - listing and selling Artworks

The Gallery - operating the Platform

## 2. Definitions

Term	Meaning
<b>Gallery</b>	ArtyArts, the operator of the Platform
<b>Artist/Seller</b>	An individual who creates or owns artworks and sells through the "Platform"
<b>Customer/Buyer</b>	A person who purchases artworks through the Platform
<b>Artwork</b>	Original Artwork or Limited Edition Print (Max print run 150, listed for sale)
<b>Retail Price</b>	The Price Set by the Artist
<b>Commission</b>	The Gallery Fee for facilitating the sale
<b>Net Sale Proceeds</b>	Amount due to the artist after commission and fees are deducted
<b>Gross Sale Proceeds</b>	Total amount paid by the customer

## 3. Artist/Seller Terms &amp; Conditions\*\*

## 3.1 Eligibility to Sell

- You must be \*\*at least 16 years old\*\* to sell on the Platform
- You warrant that you are the \*\*creator and sole owner\*\* of all Artworks you list, or you are an authorised consignor
- All information you provide (name, tax status, country, payment details) must be accurate and up-to-date
- You understand that the gallery is acting as your shop window and when your displayed product sells you are responsible for packing, shipping and invoicing your client
- The gallery agrees to transfer the amount set by you and paid for by your client to you immediately when the displayed artwork is sold, once payment has been received by the gallery.

### 3.2 Agency Relationship

- You appoint the Gallery as your **\*\*non-exclusive commercial agent\*\*** internationally for online display, sale, payment processing, and distribution of your Artworks
- You remain the “seller of record” for all sales; the Gallery is not the buyer or reseller
- The Gallery is **\*\*not a fiduciary or trustee\*\*** of the Artist

### 3.3 Artwork Requirements

- All Artworks or goods must be “one-of-a-kind originals” or “limited edition prints” (maximum edition size: 150)
- All Artworks must be “signed by the creator” or accompanied by a “certificate of authenticity”
- Limited edition prints or goods must be “numbered sequentially” and clearly marked on the Artwork or certificate
- All sculptures, ceramics should be marked with the artists cypher or mark and signed

### 3.4 Content Warranties

You warrant that:

- You created and possess **\*\*unencumbered title\*\*** to the Artwork[1]
- Descriptions provided are “true and accurate”
- Each Artwork is attributed correctly to you
- Artworks do not infringe any third-party copyright, trademark, or intellectual property rights
- Artworks do not contain offensive, pornographic, or illegal content

### 3.5 Pricing

- Artworks must be sold only at the **\*\*Retail Price\*\*** specified in your inventory
- Any price changes must be “agreed in advance” by both Artist and Gallery
- Prices must reflect fair market value and match prices on other sales channels
- You authorise the Gallery to discount prices by up to 20% to conclude sales (e.g., promotional events, cart abandonment)
- Discounts above 20% require your prior written permission

### 3.6 Commission Structure

The Gallery and Artist will agree to a commission split when required. At present no commission is taken by the gallery for 12 months from the effective date of these terms.

### 3.7 Payment Terms\*\*

- Payment to the Artist will be made within 7 working days]after successful delivery to the Buyer by the artist.
- Payment is released only after:
  - Artwork is registered as **\*\*delivered\*\*** to the Buyer
  - The 7-day claim period has passed with no disputes
- The Gallery assumes full risk for purchaser non-payment but will only release the goods once full payment has been received
- You must provide **\*\*verifiable international payment details\*\*** (bank account, PayPal, etc.)
- Minimum payment threshold: £50 for bank transfers outside the UK

### 3.8 Shipping & Packaging\*\*

- You “the artist” are solely responsible for packaging and shipment to Customers
- Artworks must be packaged according to the Gallery's “Packaging and Delivery Guidelines”
- You must ship within the timeframe specified in your Shipping Details page max period is 7 Days from purchase date.
- You are responsible for accurate dimensions, weight, and shipping allowance rates.
- If using Managed Shipping, notify the Gallery of any material discrepancies before release to carrier
- You must include any required tax documentation/invoices/delivery notes n packages supplied by the gallery to you by email.

### 3.9 Risk of Loss

- The Gallery accepts **\*\*no liability\*\*** for damage in transit from Artist to Customer
- The Gallery accepts **\*\*no liability\*\*** for Artworks lost in transit
- If you do not use **\*\*tracked/traceable shipping\*\***, you do so at your own risk
- If you do not secure **\*\*transit insurance\*\***, you do so at your own risk

### 3.10 Returns & Refunds\*\*

- You agree to offer the Gallery's "Customer Returns Policy" for all sales
- All returns requests are processed by the Gallery
- You will receive immediate email notification of approved returns
- If the Customer changed their mind, the Gallery pays for return courier costs
- If the return is due to your breach (e.g., inaccurate listing, damage), costs may be deducted from Net Sale Proceeds
- Outbound shipping costs will be reimbursed for change of mind returns if you provide valid receipts

### 3.11 Promotion & Reproduction

- The Gallery will use **\*\*best efforts\*\*** to promote your Artworks
- All Artworks will be identified with your **\*\*name, title, media, and related information**
- The Gallery determines discretionarily how many pieces are displayed and in what manner
- You reserve all reproduction rights except as noted in writing
- You will not withhold permission or promotional/marketing reproduction by the Gallery
- The Gallery receives a worldwide, non-exclusive, royalty-free license to use your content for Platform promotion

### 3.12 Custom/Bespoke Commissions

- You may offer custom Artworks using the Platform's commission tool
- Agree scope, requirements, timeline, and budget with the Customer via the Platform
- Deposit is debited from the Customer and paid to you (less Commission) to commence work
- Balance is debited upon completion and dispatch; Net Sale Proceeds paid in ordinary course

### 3.13 Indemnification

You agree to indemnify and hold harmless the Gallery against all costs, expenses (including legal fees), claims, or damages arising from:

- Claims that the Artwork is not your original creation
- Claims that the Artwork infringes third-party copyright
- Your reach of these Terms
- Any transaction between you and a Customer

### 3.14 Duration & Termination

- This agreement remains in force until you request removal with 3 months written notice or the Gallery withdraws Artworks
- Upon termination, the Gallery will promptly remove all references to your Artworks
- You must remove all references to the Platform from your own channels
- The Gallery may terminate without notice at its sole discretion
- In the event of your death, your estate may terminate the Agreement
- Upon termination, all rights/obligations extinguish except those necessary to process pending orders

### 3.15 Tax & Regulatory Compliance

- You are responsible for complying with all applicable tax requirements for sales
- You may be requested to provide tax reference identification numbers for regulatory reporting
- Failure to provide tax information may result in removal from the Platform
- You must comply with product safety legislation
  - (e.g., General Product Safety Regulation EU 2023/988)[2]

## 4. Customer/Buyer Terms & Conditions

### 4.1 Purchase Process

- When you display Artworks for purchase, you are offering to sell directly to Customers
- The **\*\*contract for sale\*\*** is concluded between you (Artist) and the Customer
- The Gallery acts as **\*\*commercial agent\*\*** to conclude the sale on your behalf
- The Customer's payment obligation is **\*\*satisfied when they pay the Gallery\*\*** via the Platform
- The Gallery's name will appear on the Customer's payment card statement

### 4.2 Payment

- Customers may **\*\*only pay via the Platform\*\***
- Artists must not invoice Customers or obtain payment outside the Platform
- All refunds must be initiated via the Platform
- Payment is held securely in a designated bank account separate from Gallery funds

### 4.3 Shipping to Customers

- Artists must dispatch Artworks after receiving order confirmation from the Gallery
- Artists must use tracked delivery methods
- Artists must provide shipping details to the gallery when required

### 4.4 Returns Policy

- Customers may return Artworks within 7 days of receipt per Gallery's Returns Policy
- If the Customer changed their mind, return shipping is paid by the Gallery
- If the Artwork is damaged, defective, or misdescribed, the Artist is liable
- Framing purchases do not affect the Customer's right to cancel and return

### 4.5 Product Authenticity

- All Artworks are guaranteed **\*\*authentic\*\*** and as described
- Limited edition prints come with a **\*\*certificate of authenticity\*\***
- If an Artwork is found to be **\*\*inauthentic\*\***, the Customer is entitled to a full refund

### 4.6 Liability & Warranty

- The Platform is provided "as is" with no warranties of any kind
- The Gallery makes no representations about Artist Artworks beyond authenticity
- The Gallery's total liability shall not exceed amounts actually received in any calendar year
- Nothing excludes liability for death or personal injury arising from negligence or fraud

## 5. General Provisions\*\*

### 5.1 Modifications to Terms\*\*

- The Gallery reserves the right to **\*\*alter these Terms\*\*** at any time
- Changes will be posted on the Platform; T&C's regularly
- Significant changes to Commission/Fees will include **\*\*at least 14 days' notice\*\***
- Continued use of the Platform after changes constitutes acceptance

### 5.2 Intellectual Property\*\*

- The Gallery's website content, logo, and design are **\*\*protected by copyright\*\***
- Artists retain all rights to their Artworks except the promotional license granted
- Artists will not withhold permission for **\*\*promotional reproduction\*\*** by the Gallery

### 5.3 Privacy & Data\*\*

- Personal data is subject to the Gallery's **\*\*Privacy Policy\*\***
- Artists must comply with all **\*\*data protection laws\*\*** when receiving Customer data

### 5.4 Third-Party Links

- The Platform may link to third-party websites
- The Gallery is **\*\*not responsible\*\*** for third-party content or privacy policies[2]

5.5 Assignment\*\*

- These Terms \*\*cannot be assigned\*\* without prior written consent
- The Agreement shall not benefit the Gallery's \*\*successors\*\* without Artist consent

5.6 Severability\*\*

- If any provision is held \*\*illegal, void, or unenforceable\*\*, the remaining provisions remain valid

5.7 Waiver

- Waiver of any breach is \*\*not a continuing waiver\*\* of other breaches

5.8 Partnership/Employment

- These Terms \*\*do not create\*\* a partnership, joint venture, or employment relationship

5.9 Governing Law & Jurisdiction

- These Terms are governed by the \*\*laws of England and Wales
- Parties submit to the exclusive jurisdiction of the English courts

5.10 Entire Agreement

- These Terms represent the \*\*entire agreement\*\* between parties
- Supersedes all prior arrangements, written or oral

5.11 Third-Party Rights

- These Terms do \*\*not create enforceable rights\*\* for third parties under the Contracts (Rights of Third Parties) Act 1999[2]

6. Contact Information\*\*

Gallery Name: - ArtyArts

Registered Office: - The Studio, Carlton Hayes, Meadow Green, Whitbourne. WR65RN

Email: mark@art-marco.com

For questions, concerns, or complaints:

- Email: mark@art-marco.com
- Use the Platform's - Contact Us Page

7. Policies Referenced

These Terms incorporate the following policies

- Privacy Policy
- Commission and Fees Policy
- Payment Schedule
- Customer Returns Policy
- Packaging and Delivery Guidelines
- Seller Best Practice Guidelines