

# Artist terms and conditions

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These terms and conditions form a legally binding agreement between the Artist and Blue Cedar (Glastonbury) Ltd [Blue Cedar] t/a BlueCedarOnline.co.uk, the supplier of the Service. The Seller's statutory rights are not affected.

## 1 Acceptance of Artist

1.1 Blue Cedar reserves the right to accept or decline The Artist's application to market Artworks through Blue Cedar. The Seller's application includes the Seller's acceptance of these terms and conditions.

1.2 The Seller warrants that all information supplied to Blue Cedar is accurate, and up to date.

1.3 The Seller agrees to have The Seller's artworks and descriptive information displayed on Blue Cedar.

1.4 The Seller will inform Blue Cedar of any changes in the information stored by Blue Cedar including name, address and contact details, pricing of Artworks, and the Sold status of Artworks.

## 2 Acceptance of Artworks

2.1 Blue Cedar reserves the right to accept or decline the Seller's application to market any Artwork through Blue Cedar for any reason at Our sole discretion.

2.2 If accepted, the Seller offers their artwork for sale for a minimum period of three months, or until sold, whichever is the sooner..

2.3 If a sale is made the Seller is entering into a legally binding contract with Blue Cedar to complete the sale and despatch the artwork in the agreed time.

## 3 Non-exclusivity

3.1 The Seller may market the Artwork through other channels simultaneously with marketing through Blue Cedar, provided:

3.1.1 this does not affect The Seller's ability to deliver the Artwork to the Customer within the specified time.

3.1.2 The Artwork is not offered at a price lower than the price which the Seller are offering it through Blue Cedar

3.2 If the Artwork is sold through another channel the Seller will immediately remove it from sale at Blue Cedar.

3.3 If the artwork is sold through another channel the Seller may be asked to supply replacement Artwork to Blue Cedar.

## 4 Copyright

4.1 The Seller warrants that all work sold through the Site is free of any copyright restrictions or intellectual property disputes. The Seller warrants the Work is the Seller's to sell.

4.2 The owner of the copyright in the Artwork will not be changed even after ownership of the Artwork is transferred to the Customer.

## **5 Illustrative Images**

5.1 The Seller must supply at least one high-quality digital Image of each Artwork the Seller wishes to sell through Blue Cedar. The Image must be in JPEG format. The Image will show the entire artwork including frame (if framed). The minimum pixel width of the image will be 600 pixels.

## **6 Pricing and Artwork particulars**

6.1 The Seller will choose the price which the Artwork should be sold for. This price must be inclusive of VAT (if applicable) and the Seller's delivery and insurance costs and Blue Cedar's commission. Blue Cedar will notify the Seller in advance of the commission rate applicable to The Seller.

6.2 Once accepted the Seller agrees to sell the artwork at the accepted price.

## **7 Delivery, packaging and insurance**

7.1 The Seller is responsible and liable for costs of all materials, packaging, delivery and insurance costs. These costs cannot be reclaimed from Blue Cedar under any circumstances and should be taken into account when pricing the Seller's Artworks.

7.2 The Seller will ensure that Artworks are securely packaged, labelled and adequately insured for safe delivery to the Customer.

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

7.4 The Seller will package and arrange delivery of Artworks to the Customer within five working days of receiving the order. The Artwork must arrive with the Customer no later than 7 working days after the order has been received by the Seller.

7.5 Should the Seller become aware of any reason why an Artwork that has been ordered from the Seller may not be received by the Customer within 7 days, The Seller will notify Blue Cedar immediately of the reason for and expected length of the delay. Blue Cedar will attempt to contact the customer and in some cases may offer a refund to the Customer resulting in the cancellation of the order from The Seller.

## **8 Returns and damaged goods**

8.1 In the event of the Artwork arriving damaged with the Customer, The Seller will be liable for the costs of retrieving the artwork, unless the artwork was despatched by Blue Cedar.

8.2 The Seller will claim any costs in retrieving the Artwork through the insurance cover provided by The Seller's chosen courier. Blue Cedar will not accept claims for reimbursement in the event of damage to Artworks under any circumstances.

8.3 The Seller accept that if The Seller have not taken adequate insurance, The Seller will be liable for the costs of retrieving the Artwork.

8.4 The Seller accept that the Customer may return the Artwork(s) within 14 days of receipt, and this will constitute cancellation of the order. Blue Cedar will not accept liability for The Seller's delivery expenses in this instance.

## **9 Payment for Artworks**

9.1 Should The Seller's Artwork(s) be sold, we will raise a purchase invoice for the price. The Invoice will be paid by Blue Cedar no sooner than 28 days after the Seller has confirmed delivery of the Artwork(s) to the Customer.

9.2 Payment will be made by cheque, debit card, credit card or bank transfer.

## **10 Ownership of Customer relationship**

10.1 The Seller agrees that the business relationship between the Customer and Blue Cedar is entirely owned by Blue Cedar. The Seller will not approach the Customer directly or correspond with the Customer in any way, except with express written authorisation from Blue Cedar. The Seller will not sell directly to the Customer or allow a direct relationship to develop between The Seller and the Customer that could be detrimental to Blue Cedar. The Seller will not pass The Seller's contact details to the Customer, including in Artwork packaging.

10.2 In the event of a return or damaged goods claim, we will release The Seller's details to the Customer.

## **11 Disclaimer**

11.1 The Seller agrees to defend, indemnify and hold harmless Blue Cedar, its officers, directors, employees, agents, and third parties, from the Seller's use of the service, including any violation of these rules.

11.2 Blue Cedar provides this service on an "as-is" basis without warranty of any kind including the implied warranties of merchantability and fitness for a particular purpose.

11.3 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 the Seller irrevocably submit to the jurisdiction of such courts.

11.4 Using the service constitutes acceptance of these rules.

All rights reserved.