

# Artist terms and conditions in respect of the sale of prints sent out from Blue Cedar

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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 The Artwork is not offered at a price lower than the price which the Seller are offering it through 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 Blue Cedar will place an image of the artwork on the website. The image will be watermarked to prevent unlawful copying

## **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 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 Blue Cedar is responsible and liable for costs of all materials, packaging, delivery and insurance costs.

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

7.4 Blue Cedar will use best endeavour to package and arrange delivery of Artworks to the Customer within five working days of receiving the order

## **8 Returns and damaged goods**

8.1 In the event of the Artwork arriving damaged with the Customer, Blue Cedar 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.

## **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 Blue Cedar have confirmed delivery of the Artwork(s) to the Customer.

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

## **10 Disclaimer**

10.1 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.

10.2 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.

10.3 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.

10.4 Using the service constitutes acceptance of these rules.

All rights reserved.