

Milky Way Gallery Artist Terms and Conditions: Version V09: 10-Sep-15

Terms of this Agreement

These Terms and Conditions establish an agreement between you and the Milky Way Gallery. This website is owned by the Milky Way Gallery and by accessing it you agree to be bound by these Terms and Conditions in full, including applicable laws and regulations. You also agree to the terms of our Privacy Policy and our Terms of Sale.

Definitions

We are the Milky Way Gallery, a company operating as an agent through the medium of this website to provide services to artists wishing to sell their artworks online and to customers wishing to buy artworks online. Our postal address is: Milky Way Gallery, The Old Bakery, Blounts Court Road, Sonning Common, READING RG4 9RT.

“We/Us/Our/Ours/Ourselves/the Company” refers to the Milky Way Gallery.

“You/Your/Yours/Yourself/the Artist” refers to you, a user of our services.

“The website/This website/This site” refers to milkywaygallery.com which is owned, operated and maintained by us.

“Service/Services” refers to displaying your artworks on this website for marketing and for sale, and acting as an agent between you and a buyer of your artwork or artworks.

“Artwork/artworks” refers to works of art owned by you and made available for sale by you on this website, or refers to works of art no longer available for sale but provided by you as reference works to show a buyer previous work created by you.

“Buyer/Client/Customer/Visitor” refers to a user of or visitor to this website who has the intent to buy or buys one or more artworks that are made available for sale on this website.

“Carrier/Courier/Carriage” refers to you or a business or individual contracted by you to transport one or more artworks from you to a buyer.

Acceptance of Artist

You must be 18 years of age or older and resident in the United Kingdom to register with this service.

You may apply to market your artworks on this website by providing sample pictures of your art that you wish to sell. We reserve the right to accept or reject your artworks for marketing and sale on this site at our own absolute discretion. If you are accepted then your registration will be approved and you may use the site.

When registering as an artist you agree to provide all requested information and ensure that it does not contain errors. You warrant that you will keep said information up to date and respond when from time to time asked to confirm that contact details and other information are correct. Your registration application asserts your acceptance with this Terms and Conditions agreement.

You will provide your own preferred access password for logging in to this site, and you confirm that you will not share or publish this password but will keep it secret and for your own personal use as the registered artist.

You agree that you are registering yourself as an artist and as the creator and owner of any artworks offered by you for sale on this website. You accept that this is an individual registration and not a registration of a couple or a group.

If you no longer wish to sell your artworks on this website, you agree that you will immediately remove all artworks and delete your registration.

You accept that your registration details will only be deleted at your request if you have never sold an artwork on this website. In the event that you have sold an artwork, you accept that your registration details will be hidden from view but retained by us for proper accounting purposes.

We advise you for security and safety not to reveal personal information about yourself or others, other than your name. We will keep your contact information private except in the event of a refund request, where we will reveal your postal address to the refund requester so that they can ship back an unwanted artwork.

You agree that you will not circumvent our operation as your gallery sales agent by providing personal contact information or personal website information on this website which would permit buyers to contact you directly.

Fees, Commissions and Taxes

You agree that we will act as an agent and subtract our commission of thirty-three percent (33%) of the price of each artwork as sold, in payment for our services of marketing and selling your artwork. We assert that no commission charge will be taken by us until you are paid for the artwork sale.

You agree that we will delay payment to you of your artwork price less commission until twenty-eight (28) days following the sale of the artwork, in order to allow time for shipment and to allow the Refund Period to expire. Payment will be made by bank transfer or cheque according to your preference.

We assert that the display, marketing and offering for sale of your artworks will be provided on this website without fee to you except in the form of the stated commission following the sale of your artwork.

We assert that use of your artworks or information for marketing or advertising purposes on this website will not incur a fee to you, unless it is for a specific promotional campaign which has been explicitly requested and agreed by you.

You grant us permission to display your artworks and related information without fee, and to display your biography or other relevant information on this site without fee.

You understand that we will pay any due taxes owed by us as a result of our agency commission to the UK tax authority.

We assume that you will pay any tax owed to the UK tax authority on the payment you receive following the sale of your artwork. You agree that we are not responsible if you fail to make such payment or delay due payment, and you will indemnify us against any related claim or liability incurred by us.

Acceptance of Artwork

You warrant that the artwork is yours to sell.

When providing information about artworks that are for sale, you agree to provide all requested information accurately. If the status of an artwork changes, for example it is no longer for sale, you agree that you will immediately remove it from sale on this website.

You warrant that your uploaded artwork image is an accurate representation of the artwork being made available for sale.

You grant us permission as occasionally needed to modify your information to correct spelling errors, typos or grammatical mistakes, in order to maintain the high quality of the information displayed on this site. We will notify you by email if we make any such corrections.

In the event that the details of an artwork are significantly incorrect, the buyer is entitled at their request to a full refund with you bearing the cost of packaging, insurance and carriage. It is therefore important that you carefully check the details you have entered for each artwork to avoid such a possibility, and that if we have made spelling or typo corrections, you have checked them and informed us of any error within 24 hours of the correction.

We may choose not to approve individual artworks for display at our absolute discretion.

We may choose to limit the number of your displayed artworks at our absolute discretion.

Pricing of Artwork

The price that you set for the artwork must be the total price including packaging materials, carrier cost, carrier insurance in case of damage or loss, our commission and any applicable taxes.

You agree that your artwork may be sold for the displayed price when presented for sale on this website.

If you have set the price incorrectly or have failed to update it following an intended change, you agree to sell the artwork for the displayed price. You are therefore advised to check the price regularly and carefully to ensure that it is correct.

You agree to ensure that any price changes are reflected correctly and immediately on this website, and you accept that if an artwork is in the checkout queue during a payment, you may not change the price unless the sale fails to complete and the artwork is returned once more for sale.

Artwork Shipment

Following a successful sale through the Milky Way Gallery, we will notify you by email but note that we will never include the shipment address, as you must log in to our website to get this. This is important for your security in case of a fraudulent email. If you ship your artwork without getting the shipment address from our website and the email was fraudulent, you agree that the responsibility of recovering your shipped artwork is your own and we bear no responsibility for payment since a sale was not completed through the Milky Way Gallery.

You agree to safely and securely label and package the artwork and ship it within four (4) working days by your chosen carrier to the buyer, including the Packing Slip and your signed Certificate of Authenticity. Shipment should include insurance against damage or loss and the package should be signed for receipt in undamaged condition by the buyer.

If the artwork is a limited edition print, you further undertake to add the print number and the limited edition number to the Certificate of Authenticity.

We advise that you should ship the artwork as soon as possible in order to delight the client. We advise that where possible you should avoid carriers picking up artworks from your property and instead take the packaged artwork to their drop-off point (for example, the Post Office) unless you are sure of their reliability, as artists have unfortunately experienced delays with pick-ups from certain carriers.

You agree to monitor your email for notifications of sale from us and to notify us immediately if you are unable to dispatch the artwork within the stated period. You accept that if we do not get a swift response to our notification of sale email, we may try to contact you by telephone.

If you go on holiday or will otherwise for any reason be unable to ship an artwork within the stated period in the event of it being sold, you agree to take your artworks temporarily off sale with the control provided on this website. You understand that when you are again available you must restore this control to its normal state so that your artworks are once more displayed for sale. We assert that while this control is applied, your artworks will continue to be displayed if they are enabled for display, but will be marked "Temporarily Not for Sale" and cannot be sold when in this state.

If due to shipment delays the buyer does not receive the artwork within ten (10) days from sale we reserve the right to cancel the sale and refund the buyer.

You agree not to supply contact details whether by business card, letter, advertising leaflet or other means which would enable the buyer to deal directly with you, including any such information secured to the artwork itself or included with the packaging of the artwork.

Refunds or Damaged Returns

We advise that the buyer has the right to initiate the return and refund of an artwork within fourteen (14) days of receiving it, if for any reason he or she no longer wants it and it is in perfect condition as it was received. In this case, except in the event of significantly incorrect artwork details, the buyer bears the cost of returning the artwork and insuring it in case of damage during transit, and we will not refund the buyer until you have confirmed to us that you have received the artwork in an undamaged condition.

If the details describing your artwork are significantly incorrect then the buyer is entitled to a refund with cost of packaging, insurance and carriage return paid for by you. 'Significantly incorrect' details would not include spelling errors or typos, but would include fundamentals such as a large discrepancy in height or width, an incorrectly stated medium or support or frame. You should therefore make every effort to ensure that your artwork has been described correctly, paying particular attention that you have entered the height and width the right way round, that you have stated the medium, support and frame correctly, and that the image you provided is a true and unmodified accurate representative of the original artwork.

The responsibility for safe carriage to the buyer is yours. If an artwork is damaged when received by the buyer, the buyer is entitled to return the artwork to you and you agree that in this case the cost of retrieving the artwork or artworks is yours. You agree that you will claim any artwork costs, including the artwork cost itself and costs of retrieving the artwork or artworks, from the insurance you took out for carriage. We will not under any circumstances accept claims for reimbursement in the event of damage to artworks.

In the event of a refund we do not charge our normal commission, but may levy a small fee to cover PayPal transaction charges only.

Use of this Website

You agree for your artworks and related information to be displayed for sale on this website. In the event of one or more of your artworks being sold, you agree that you enter into a legally binding contract with us as an agent to dispatch your artwork or artworks to the buyer or buyers within the period noted under Artwork Shipment.

You assert that all information provided by you to this website will be legal, decent, honest, truthful, and will not incite religious hatred. You accept that any transgression of this rule may at our absolute discretion result in your information and artworks being removed partly or entirely from this website. You accept that you are responsible for all information that you provide to this website, including any legal or other charges that may be incurred.

We reserve the right to withdraw or amend the service provided by this website without notice. We will endeavour to make this website and the information it contains available at all times, but in the event that it is unavailable for any time period we will not be liable.

This website may undergo maintenance from time to time during which period some or all of the information normally displayed may be unavailable.

This website uses cookies. By using the website and agreeing to these terms and conditions, you consent to our use of cookies.

You agree that you will not use this website for illegal purposes and will comply with applicable laws and regulations. You agree not to use this website to damage the content or otherwise reduce its functionality or availability.

You agree not to attempt to compromise the security of this website or try to access secured areas or private information.

This website provides links to third-party websites which are not operated by us. We advise that, while these are provided in good faith by us for the convenience of our artists and buyers, we accept no responsibility for their content and you agree that we will not incur liability for any loss or damage that may arise from your use of them.

Exclusivity

We advise that you may sell artworks through other channels in addition to this website, so your contract with us is non-exclusive.

In the event that your artwork is sold or unavailable for sale for reasons away from this site and out of our control, you agree that you will immediately remove the artwork from sale on this website.

In the event that your artwork is displayed for sale on this website and is sold by us, but is then unavailable for sale by you, you agree that we will refund the buyer in full and levy an administration charge on you to the value of ten percent (10%) of the price of the artwork or thirty pounds sterling (£30), whichever is the smaller.

We advise that in the event of a sale of your artwork by us, you should immediately remove the artwork from sale through any other channels so as not to incur commission charges from those channels.

Privacy Policy

Our Privacy Policy, which establishes how your information will be used, can be found using the Privacy Policy link at the bottom of any page of our website. By using this website you accept and agree to the terms of our Privacy Policy.

Terms of Sale

Our Terms of Sale, which establish the process by which artwork(s) will be sold to the buyer, can be found using the Terms of Sale link at the bottom of any page of our website. By using this website you accept and agree to our Terms of Sale.

Copyright

You warrant that you created any artwork that you upload to this website and that you therefore own the copyright in the artwork.

You warrant that you have not breached the copyright of another by use of materials or reference images to create your artwork. In the event that a third party makes a copyright claim on us in

relation to any of your artworks, you agree to indemnify us against any liabilities or costs or expenses.

The material and intellectual property used to create this web site is owned by us and is protected by applicable copyright.

If you would like further details about the relevant act of law, please refer to the **Copyright, Designs and Patents Act 1988**, which can be found by searching the internet for the title of the act or at the time of writing by visiting <http://www.legislation.gov.uk/ukpga/1988/48/contents>

Updates and Errata

You understand that these Artist Terms and Conditions may be revised from time to time with or without notice and that by continuing to use this website you are bound by the current version of Artist Terms and Conditions which is published on this site.

You accept that the material displayed on this website may contain errors. While we will make every endeavour to ensure that the material is correct, and we will correct any errors as soon as possible, we do not warrant that any of the materials are accurate or complete. You accept that we may make changes or corrections to this website's design or content at any time without notice.

Termination of Agreement

If you no longer wish to sell artworks on this website you agree that you will immediately remove all artworks from sale.

If any of your artworks has already been sold, you agree that such artworks may be archived and hidden, or made by you into reference works, but will not be deleted from the website, so that the relevant information is retained for proper accounting purposes.

Application of Law

This Agreement is entered into in the United Kingdom and will be governed by the laws of England. You agree that any dispute or claim related to this Artist Terms and Conditions Agreement will be subject to the jurisdiction of English courts.

You agree to be fully responsible for any claim, expense, liability, losses or costs including legal fees incurred by us arising from any infringement by you of the terms and conditions set out in this agreement.

You agree to indemnify, defend and hold harmless the Milky Way Gallery, its owners, directors, officers, employees, agents and affiliates, from your own or third-party claims, liability, damages, costs or legal fees arising from your use of this website or infringement by you of the terms and conditions set out in this agreement.

If any provision of this Terms and Conditions Agreement is held to be invalid, unlawful or unenforceable by law, such provision shall be struck out and the remaining provisions shall remain in force.

Your statutory rights are not affected.