

These terms and conditions form a legally binding agreement between you and Castle Gallery, the supplier of the Service. Your statutory rights are not affected.

We are: Castle Gallery, 12a Goswell Hill, Windsor, Berkshire, United Kingdom, SL4 1RH.
You are: a user of Our services.

Definitions

These terms and conditions, together with the policies expressly referred to within (Terms) govern how any artwork (Artwork) owned by a person registered with Castle Gallery (we, us, our) under these Terms to sell it (Seller, you, your) may be offered for sale and sold on the website and systems accessible at www.Framingcastle.co.uk/castlegallery (Platform).

You appoint us as your commercial agent

You hereby authorise us to act as Your commercial agent to promote Your Artwork(s) for sale to Customers via the Platform (but we are not obliged to find you Customers), to conclude each Contract for the sale of Your Artwork(s) between you and that Customer via the Platform and to accept payment on Your behalf via the Platform in accordance with the Terms of Use. Each such Contract is between you and the Customer only. We are not a party to that Contract and we are neither the buyer nor the seller (or reseller) of the Artwork(s) that you offer for sale. We are not the Customer's agent for any purpose. You, and not us, are responsible for performing the obligations under the terms of any Contract between you and a Customer. You are the seller of record for all Your Contracts, but the Customer pays us via the Platform for the relevant sales. The Customer's obligation to pay for any Artwork(s) under each Contract with you is satisfied when that Customer properly pays us for the Artwork(s) via the Platform. Because we conclude the sale on Your behalf and the Customer's payment to us satisfies the Customer's obligation to pay for the Artwork(s), Our name will appear on the Customer's payment card statement (which may also display the Seller's name). You must dispatch or arrange for the dispatch of the Artwork(s) you have sold after receiving notification of the Customer's order. Customers may only pay for Artwork(s) they purchase via the Platform by making a payment to us and you must not invoice any Customer, or obtain payment, outside the Platform. Any refunds to Customers may only be initiated via the Platform. We may in Our sole discretion investigate or decline to process any transaction involving any Artwork(s) purchased via the Platform.

Except as otherwise expressly provided in these Terms, we are not the agent, intermediary or other representative of the Seller. We are not a fiduciary or trustee of the Seller.

Artist Approval

We reserve the right to accept or decline Your application to market Artworks through Us.

You must be over 18 years of age to become a Seller on Our Platform.

Your application includes Your acceptance of these terms and conditions.

You warrant that all information supplied to Us is accurate, and up to date.

You agree to have Your artworks and descriptive information displayed on the Site.

You will inform Us of any changes in the information stored by Us including name, address and contact details, pricing of Artworks, and the Sold status of Artworks.

You will inform Us immediately if you are away and cannot deliver Artworks to the Customers for a period of time.

Artworks Approval

We reserve the right to accept or decline Your request to market any Artwork through Us for any reason.

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.

All impressions sold from a limited edition print must be assigned numbers in correspondence with the order in which they were produced. The number of each impression must be marked clearly on the Artwork.

You may not upload Artwork Content or any other materials which We reasonably believe to be:

1. offensive, including material that incites racial hatred or promotes discrimination;
2. obscene or pornographic; or
3. materials which infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We reserve the right to remove any Content or Artwork Listings from the Platform at any time in its sole discretion.

Non-exclusivity

You may market Your Artwork through other channels simultaneously with marketing through Us, provided:

1. This does not affect Your ability to deliver the Artwork to us within the specified time.
2. You do not offer Your Artwork at a price lower than the price which You are offering it through Us.
3. If the Artwork is sold through another channel You will immediately inform Us to remove it from Our Platform.

Copyright

You warrant that all work sold through Us is free of any copyright restrictions or intellectual property disputes. You warrant the Work is Yours to sell.

You warrant that you are the creator, sole and exclusive owner of all Artworks displayed on Our Platform.

The copyright in the Artwork will remain with You even after ownership of the Artwork is transferred to the Customer.

You grant us a perpetual and irrevocable license to use photographs of Your Artwork on the Website and in any marketing materials, including on any websites, social media, in any advertising campaigns, online or offline, at any time.

Illustrative Images

You must supply at least one high-quality digital Images of each Artwork You wish to sell through Us. The Images must be in JPEG format. The Gallery Image will show the entire artwork including frame (if framed).

You can provide up to three images of each Artwork i.e. the detailed images. The detail image can show a portion of the Artwork to illustrate the grain of the canvas or a specific material.

Pricing and Artwork particulars

You will decide on the selling price of Your Artwork and inform Us before We publish Your Artwork on Our Platform.

This price must be inclusive of Your packaging, delivery (standard delivery to mainland UK) and insurance costs, VAT (if applicable) and Our commission fees.

Our commission rate will be 35% on the final sale price for any item that has been sold online through Our Platform. This commission covers Our costs of advertising, marketing, customer services, card processing fees, invoicing and administration.

Once accepted You agree to sell the Artwork at the agreed price.

Delivery, packaging and insurance

You are responsible and liable for costs of all materials, packaging, delivery (to mainland UK) and insurance costs to the Customer. These costs cannot be reclaimed from Us under any circumstances and should be taken into account when pricing Your Artworks.

Customer will be liable for extra charges such as international deliveries and special delivery requests. We will get in touch with you in these cases.

You will ensure that Artworks are securely packaged, labelled and adequately insured for safe delivery to the Customer. Deliveries should be tracked, and the tracking number should be provided to Us immediately after the dispatch. We will notify the Customer with the detail of shipping.

You will use proper protective material to ensure safe delivery of the Artwork during the transport.

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

For any Artwork sold online which is on display in Our Windsor branch, You will need to contact the branch to arrange the collection of Your sold Artwork, therefore You can send it to the Customer.

You will need to set up a delivery period (i.e. 3 to 5 working days) for Your account at the time of opening the account with Us. This will be displayed to the Customer on Your Artworks pages.

The delivery period should include the time you need for Your preparation, packaging, posting and the estimated time in transit.

Once You receive an order confirmation, You will deliver the Artwork(s) to Customer within the agreed period that you have set up in Your account opening.

Should You become aware of any reason why an Artwork that has been ordered from You may not be delivered to the Customer within the agreed period, 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, may offer a refund to the Customer resulting in the cancellation of the order.

You will inform Us immediately if you are away and cannot deliver Artworks to the Customers for a period of time (i.e. holiday), therefore Your Artworks will be temporary removed from the Platform to avoid Customer disappointment.

If You fail to comply with the above terms, Your account and Artworks might be removed from Our Platform.

Returns and damaged goods

In the event of the Artwork arriving damaged with the Customer, You will be liable for the costs of retrieving the Artwork.

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 Artworks under any circumstances.

You accept that the Customer may return the Artwork(s) within 14 days of receipt, and this will constitute cancellation of the order. We will not accept liability for Your delivery expenses in this instance. The Customer will pay for the return postage in this situation.

Payment of Sold Artworks

Should Your Artwork(s) be sold We will raise a purchase invoice for the Artwork selling price minus commissions and handling fees (if applicable). The Invoice will be paid by Us no sooner than 21 days after We have confirmed delivery of the Artwork(s) to the Customer.

You will not receive any payment for the cancelled orders.

We are entitled to withhold Your purchase invoice for any given Sale if there is, or in Our reasonable opinion is likely to be, a dispute with you or a dispute between you and the Customer, until such dispute is resolved to Our reasonable approval.

Payment will be made by bank transfer to Your nominated bank account.

Ownership of Customer relationship

You agree that the business relationship between the Customer and Us is entirely owned by Us. You will not approach the Customer directly or correspond with the Customer in any way, except with a written authorisation from Us. You will not sell directly to the Customer or allow a direct relationship to develop between You and the Customer that could be detrimental to Us.

You will not pass Your contact details to the Customer, including in Artwork packaging.

In the event of a return or damaged goods claim, we will release Your details to the Customer.

Disclaimer

You agree to defend, indemnify, and hold harmless Us, Our officers, directors, employees, agents, and third parties, from Your use of the service, including any violation of these rules.

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.

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.

We reserve the right to change artist terms and conditions, as necessary to support Our business objectives, by giving a minimum of 28 days notice.

Using the service constitutes acceptance of these rules.

All rights reserved.