



## **TERMS AND CONDITIONS FOR THE USE OF EASEL ART SPACE ONLINE**

The purpose of the EASEL ART SPACE ONLINE website is to offer Artworks from Artists (referred to as the Sellers) to users of the site (prospective Buyers), providing them with the opportunity to explore and discover a wide variety of artworks and then buy online directly from EASEL ART SPACE ONLINE.

The Artworks offered through the EASEL ART SPACE ONLINE website (site) are made available subject to the following terms and conditions. These define each party's rights and obligations in such a relationship.

The sales made through the EASEL ART SPACE ONLINE site are contracted directly between the Seller and the Buyer. EASEL ART SPACE ONLINE is not a reseller of the Artworks offered by the Sellers through this site.

Our role is straightforward. EASEL ART SPACE ONLINE facilitates the connection between Buyers and Sellers.

EASEL ART SPACE ONLINE is not a party to the contract which is achieved between the Buyer and the Seller. The Seller of the Artworks is the only one bound by obligations arising from the sale.

Unconditional acceptance of the entire conditions of sale, by both Buyer and Seller, is mandatory to conclude the sale agreement.

This acceptance by the Buyer is confirmed by checking the appropriate box on the Artwork order form.

### **UPDATING OF TERMS AND CONDITIONS**

EASEL ART SPACE ONLINE shall have the right to change, modify, add to or delete portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted on the Site.

It is the User's obligation to check periodically these Terms and Conditions for changes or updates. Use of the Site following the posting of changes or updates will be considered notice of acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **USE OF THE SITE**

The primary purpose of this Site is to browse its content and make legitimate purchases of Works and to book workshops available for sale on the Site. The Site may not be used for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase.

Use of any information or material in any manner that infringes any copyright, trademark patent or other proprietary right of any party is not acceptable;

The Site may not be used in any manner that could damage, disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Site;

No attempt to gain unauthorized access to any of the services, other accounts, computer systems or networks connected to the Site through hacking, password mining or any means.

#### **ARTWORKS DISPLAYED ON THE SITE**

Images of the Works displayed on the Site are guidelines only.

EASEL ART SPACE ONLINE has taken reasonable care to ensure that the Works are presented as accurately as possible and will accept no responsibility for differences between the Site Images and the actual Works.

The Site and its content, including but not limited to the Site Images, may not be copied, modified, reproduced, republished, posted, transmitted, transferred or sold, displayed, or in any way exploited, in whole or in part, except as is expressly permitted by EASEL ART SPACE ONLINE.

EASEL ART SPACE ONLINE reserves the right to modify or withdraw, temporarily or permanently, the Site (or any part of thereof) with or without notice and EASEL ART SPACE ONLINE shall not be liable for any modification to or withdrawal of the Site.

#### **LIMITATION OF LIABILITY**

The Site and its content are provided "as is" without warranty of any kind, either expressed or implied.

Without limiting the generality of liability the following warranties are expressly excluded:

- merchantability or fitness of the Works for any particular purpose;
- compatibility of the Site with your technology, equipment or software;
- compliance with any law;
- uninterrupted or error free functionality of the Site;
- correction of defects; and
- non-infringement of any rights.

EASEL ART SPACE ONLINE has taken reasonable measures to ensure the integrity of the Site and its content. No warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of our system.

The operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside EASEL ART SPACE ONLINE's control.

On no occasion will EASEL ART SPACE ONLINE be liable for any loss or damages including direct, indirect, incidental, special or consequential damages of whatsoever nature whether

based in contract, delict, strict liability or otherwise, arising out of or in any way connected with the use of the Site, the inability to use the Site, the operational failure of the Site, or for any information, data, products, and/or services obtained through the Site.

Specifications about and other information and material regarding any Works for sale on the Site are provided by the Artist(s) concerned and are not confirmed by EASEL ART SPACE ONLINE. Whilst EASEL ART SPACE ONLINE makes every effort to ensure that the information and material on the Site is accurate, EASEL ART SPACE ONLINE makes no representations or warranties as to the accuracy or reliability of any information provided on the Site. The User acknowledges that any reliance on representations and warranties provided by any Artist shall be at your own risk.

The EASEL ART SPACE ONLINE Site contains links to many other internet websites. The User acknowledges and agrees that EASEL ART SPACE ONLINE has neither the power nor control over any such websites and shall not be liable in any way whatsoever for the content of any such linked websites, nor for any loss or damage arising from the Users usage of any such websites.

The use of this Site is expressly forbidden in those territories where the law does not allow any provision in the above to take full effect.

#### **COPYRIGHT**

All content included on the Site such as text, images, graphics, button icons, images, audio clips, databases, software, and names, images, and logos or marks identifying EASEL ART SPACE ONLINE and/or any third party is the property of EASEL ART SPACE ONLINE or its content suppliers and protected international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of EASEL ART SPACE ONLINE and is protected by international copyright laws.

The Artists represented on the Site have granted a licence to EASEL ART SPACE ONLINE for all images uploaded to be available for use in support of marketing and promoting the Site. EASEL ART SPACE ONLINE hereby grants the Buyer permission to electronically copy and print portions of the Site for the sole purpose of placing an order for a Work with EASEL ART SPACE ONLINE. Unless otherwise explicitly stated by EASEL ART SPACE ONLINE, the copyright of any Works remains with the originating artist.

All Works are owned solely by the relevant Artists and are subject to Australian and international copyright laws. The Artist provides a warranty for the title to and owns the Works represented by him /her on the Site.

The sale of the copyright of a work, if ever sought is a separate transaction. EASEL ART SPACE ONLINE is not involved with or connected to such a sale of the Work unless invited in by the Artist or Buyer to assist with such a transaction. In such an instance, a fee will be paid to EASEL ART SPACE ONLINE by, such a fee will be set as an agreed percentage of such a transaction's monetary value.

Any misuse of the content on the Site, including without limitation, reproduction for purposes other than those specified above, modification, distribution or republication of any part of such materials without the prior written permission of EASEL ART SPACE ONLINE, is strictly prohibited.

Nothing contained in these Terms and Conditions shall be construed as conferring upon the User, expressly or by implication, any licence or right to use any trademark, patent, design right or copyright owned by EASEL ART SPACE ONLINE, the Artist or any third party.

### **MAKING AN ORDER**

The Artworks are presented for sale by the Seller on EASEL ART SPACE ONLINE website subject to availability.

Each Artwork presented is accompanied by an artist profile, a short description of the work; its origins, dimension, weight and type.

The Buyer must select the Artwork of his/her choice, place it in the CART and provide the personal information requested to complete the order.

Before validating the order, the Buyer must check the information appearing in the order summary, correcting if necessary, as well as reading about the delivery costs.

The Buyer will not be charged for the payment before his/her purchase offer has been validated. This is done within 24 hours by EASEL ART SPACE ONLINE to ensure the Artwork's availability from the Seller.

If the Artwork is no longer available the Buyer will be informed by email within 48 hours and the order cancelled.

EASEL ART SPACE ONLINE shall not be liable, directly or indirectly, for any loss or damages of whatsoever nature suffered by the Buyer owing to the unavailability of any Works featured on the Site for any reason whatsoever.

### **SALE PRICES AND TERMS OF PAYMENT**

The Artworks sale price is listed on the site in the currency determined by the Buyer. The price excludes all local taxes (GST is additional). It does not include express delivery and packaging fees.

EASEL ART SPACE ONLINE negotiates standard shipping on all artworks Australia-wide. We organise shipping for our international customers.

The various methods of delivery and related costs are indicated in the Order Summary. The delivery and packaging costs depend on the type of artwork, dimensions, weight and the destination for delivery. The Buyer is able to choose the type of packaging and delivery and the price will be added to the sale price, if it is above our standard delivery rate.

Payment of the artwork price by the Buyer to the Seller is made via the payment services to EASEL ART SPACE ONLINE. Credit Card, PayPal or Bank Transfer are the accepted payment methods. Bank transfer is only available to International Buyers upon prior written bank approval.

Transfer of ownership occurs once the full price plus packaging and delivery costs have been paid by the Buyer. Failure to pay the full price will result in the Artworks sale being cancelled and the Artwork put back on sale.

**ONLINE PAYMENT** - security policy.

### **SHIPPING**

EASEL ART SPACE ONLINE facilitates shipping of artworks on behalf of the Buyer. We use trusted courier delivery services and/or Australia Post to ensure that artwork arrives safely from the Seller.

All artworks are carefully packaged, according to our Guidelines, by the artist and fully insured by the artist for transit. We manage the shipping details in accordance with the Buyer's choice.

Average delivery time once payment has cleared our account is 7 - 10 business days when shipping within Australia, and 10 - 15 business days when shipping overseas, depending on the delivery mode chosen by the Buyer.

EASEL ART SPACE ONLINE only uses delivery services that provide full tracking of shipped items.

All artworks are to be accompanied by a Certificate of Authenticity, signed by the artist.

In the unlikely event of a delay, EASEL ART SPACE ONLINE will be in touch with the Buyer immediately via the contact details provided to us.

### **CUSTOMS and DUTIES**

When International Buyers purchase artworks through EASEL ART SPACE ONLINE there may be import duties and taxes, which are levied once the package reaches the specified destination.

Additional charges for customs clearance must be borne by the Buyer because EASEL ART SPACE ONLINE has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, the Buyer should contact the local customs office for further information.

Typically, in Australia, purchases that do not exceed \$1,000 are exempt from import duties and taxes.

### **DELIVERY POLICY**

Artworks will be delivered to the address provided on the order summary form, during business hours and according to the procedures laid down by the carrier mode determined by the Buyer.

The Buyer must ensure he / she is fully aware of the procedures and schedules available from the various delivery service providers.

All artworks are carefully packaged by the Artist and fully insured by the Artist for transit.

The Buyer must, upon receipt of the order check the artwork and mention any problem, in writing within 48 hours, to [admin@easel.art.space.com](mailto:admin@easel.art.space.com). EASEL ART SPACE ONLINE will notify the Seller.

#### **RIGHT TO CANCEL**

Cancellations will be permitted only if the artwork has not yet been dispatched by the artist.

#### **RIGHT OF RETURN**

EASEL ART SPACE ONLINE operates a 14 Day Money Back customer refund policy provided the work is returned in its original condition. Within Australia we will pay for a standard shipping rate to return the item.

If the Artwork is returned in a dirtied or damaged condition by the Buyer the Artwork will not be accepted. There will be no refund.

EASEL ART SPACE ONLINE has a Free Return Policy it will be applicable for 2 sales only, to any individual or corporate buyer in any one year period. Any returns above the two sales as advised here, will be at the Buyer's expense unless otherwise negotiated. In this later instance EASEL ART SPACE ONLINE reserves the right to apply the Credit Card through which the original purchase was made. Details of the Credit Card transaction are held on the electronic file by EASEL ART SPACE ONLINE.

EASEL ART SPACE ONLINE reserves the right to decide at its sole discretion.

#### **STATUTORY GUARANTEES**

The Seller guarantees that he/she is the author of the acquired Artwork and that the latter does not violate any laws, regulations and standards in force of affects the rights of third parties.

The Seller commits to protect EASEL ART SPACE ONLINE and the Buyer in case of any action brought by a third party about the acquired Artwork, as part of a warranty of quiet possession

The Seller, upon the sale assigns to the Buyer the material rights of the work: however, the Seller retains his/her moral right on the artwork as well as the rights regarding its reproduction.

Each Artwork sold will have a colour Certificate of Authenticity (COA) accompanying it.

