

## **Mayley Art – Terms of Business**

### **Artists Selling Their Artwork**

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#### **1. General**

- 1.1. The agreement of purchase is between the Artist and Mayley Art not the Customer.
- 1.2. All product supplied to any Mayley Art remain the property of the Artist until paid for in full.
- 1.3. Items ordered should include delivery costs within the mainland UK.
- 1.4. The website is not an advertising location for the Artists own website, shop or gallery. All Artist content is checked regularly to make sure no website, address or telephone numbers are included in any descriptions. If any are found, they will automatically be removed and a warning email will be sent to the Artist.
- 1.5. Should a warning email be ignored and contact information is re-added, then a second email will be sent to the Artist informing him / her that their account has been closed and all artwork belonging to that Artist will be removed.

#### **2. Purchasing**

- 2.1. When a Customer orders from the website, the agreement of purchase is between the Customer and Mayley Art.
- 2.2. Mayley Art will then order direct from the Artist.
- 2.3. The Artist will send the ordered artwork to Mayley Art and Mayley Art will then send it to the Customer.
- 2.4. If posting the artwork to Mayley Art, it should be packaged with suitable protection to avoid damage to the artwork.
- 2.5. If posting the artwork, suitable proof of delivery should be attained should the item be delayed or lost in the post and suitable insurance should be taken out to cover any cost of damage during transit to Mayley Art.
- 2.6. If the artwork is received to Mayley Art in a damaged condition, it will be either refused, or signed for as damaged for inspection.
- 2.7. Notification will be given to the Artist when receipt or refusal of delivery has occurred to confirm its status and discuss options should it be damaged.

### **3. Payment**

- 3.1. The Artist will receive payment from Mayley Art 7 days after receipt of the artwork to Mayley Art to allow for the artwork to be sent to the Customer and allow for return of work should it not be required.
- 3.2. Payment will only be made by direct bank transfer for proof of transaction.

### **4. Returns**

- 4.1. Legally, any Customer receiving any item ordered through the internet is allowed to return the item should it not be to their liking within a certain timeframe.
- 4.2. Mayley Art allows 48 hours of receipt of delivery to make this decision which is deemed sufficient time for a decision to be made.
- 4.3. Should the Customer decide to send the artwork back within the allotted timeframe, then a full refund minus the delivery charge will be credited back to the Customer.
- 4.4. Should the artwork be returned to Mayley Art, then the Artist will be contacted to decide if Mayley Art will send back the artwork to the Artist or whether it will be kept by Mayley Art for a later order. Regardless of the outcome, the Artist will not be paid for the artwork until the artwork is sold.

### **5. Fees**

- 5.1. No fees will be charged to list any artwork within the Mayley Art website.
- 5.2. Fees will only be charged for artwork sold.
- 5.3. A flat fee of 15% will be charged for all artwork sold on Mayley Art, with a minimum fee of £5. This includes the following:
  - 5.3.1. Credit Card transaction.
  - 5.3.2. Postage of the artwork including proof of delivery and insurance.
  - 5.3.3. Mayley Art resale fee.
- 5.4. Fees are automatically taken when the Artist receives payment for any artwork.