

## **Terms and Conditions Related to vibeplace.com and Vibe Gallery Ltd**

### **Acceptance of Artist/Designer**

- 1.1 vibeplace.com/Vibe Gallery Ltd reserves the right to accept or decline Your application to market Artworks/product through vibeplace.com/Vibe Gallery Ltd. Your application includes your acceptance of these terms and conditions terms. To exhibit in the vibe gallery you must be accept the flowing terms and concisions .
- 1.2 You warrant that all information supplied to vibeplace.com/Vibe Gallery Ltd is accurate, and up to date.
- 1.3 You agree to have Your Artworks/product and descriptive information displayed on vibeplace.com, or exhibited in the vibe gallery by vibe gallery ltd or use of other promotional material including submitted images.
- 1.4 You will inform Vibe Gallery Ltd of any changes in the information stored by vibeplace.com including name, address and contact details, pricing of Artworks/Product, and Update the status of Sold Artworks/Product.

### **Acceptance of Artworks/Product**

- 2.1 vibeplace.com/Vibe Gallery Ltd reserves the right to accept or decline Your application to market any Artwork/Product through vibeplace.com site, or exhibited in the vibe gallery by vibe gallery ltd, for any reason at our sole discretion.
- 2.2 If accepted after submitting specific artwork for sale, You are offering that Artwork/product for sale for a minimum period of six months vibeplace.com, or until sold, whichever is the sooner. After six months You may set this back to non sale of Your Artwork/product from vibeplace.com if unsold.
- 2.3 If accepted to exhibit art with the vibe gallery ltd, You are offering Your Artwork/product for sale for a minimum period of the time exhibited and three months external or on the vibeplace.com for 6 months, or until sold, whichever is the sooner. After six months the terms will elapse unless negotiated with the vibe gallery ltd prior to exhibiting.
- 2.4 If a sale is made you are entering into a legally binding contract with vibeplace.com/Vibe Gallery Ltd to complete the sale and despatch the Artwork/product in the agreed time.

### **Non-exclusivity**

- 3.1 You may market Your Artwork/Product through other channels simultaneously with marketing through vibeplace.com, provided:
  - 3.1.1 This does not affect Your ability to deliver the Artwork/product to the Customer within the specified time.
  - 3.1.2 You do not offer Your Artwork/Product at a price lower than the price which You are offering it through vibeplace.com/Vibe Gallery Ltd unless you have specifically instructed us.
- 3.2 If the Artwork/Product is sold through another channel You will immediately remove it from sale at vibeplace.com or upgrade its status to sold.

### **Copyright**

- 4.1 You warrant that all work sold through the vibeplace.com/Vibe Gallery Ltd is free of any copyright restrictions or intellectual property disputes. You warrant the Work is Yours to sell.
- 4.2 The copyright in the Artwork/product will remain with You even after ownership of the Artwork/product is transferred to the Customer.

### **Illustrative Images**

- 5.1 You must supply at least one high-quality digital Images of each Artwork/product You wish to sell through vibeplace.com/vibe Gallery Ltd: a Gallery Image and a Detail Image are preferable. The Images must be in JPEG format. The Gallery Image will show the entire Artwork/product including frame (if framed). The minimum pixel width of the Gallery image will be 600 pixels and nor to exceed 500k. The Detail Image will show a portion of the Artwork/product to illustrate the grain of the canvas. The width of the Detail Image will be at least 600 pixels.

### **Pricing and Artwork/Product particulars**

- 6.1 You will choose the price which you will receive the Artwork/product will be sold plus the fixed, for vibeplace.com or negotiated, commission to be sold for by vibeplace.com or Vibe Gallery Ltd. This total price must be inclusive of VAT (if applicable) . You will provide delivery and insurance costs if this has not already bean negotiated with the vibeplace.com's commission or Vibe Gallery commission. vibeplace.com/Vibe GALLERY LTD will notify You in advance of the commission rate applicable to You.
- 6.2 Once accepted You agree to sell the Artwork/product at the accepted price.

### **Delivery, packaging and insurance**

7.1 You are responsible and liable for costs of all materials, packaging, delivery and insurance costs if sold through vibeplace.com. These costs cannot be reclaimed from vibeplace.com under any circumstances and should be taken into account when pricing Your Artworks. The vibeplace.com can negotiate with the purchasing client for the above delivery, packaging and insurance costs, if this is not agreed you will be responsibility and liable for costs of all materials, packaging, delivery and insurance costs.

7.2 You will ensure that Artworks/product are securely packaged, labelled and adequately insured for safe delivery to the Customer/Gallery.

7.2 You will ensure that Artworks/product are securely packaged, labelled and adequately insured for safe delivery to the Vibe Gallery Ltd for display.

7.3 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 unless this has been negotiated with the Vibe gallery ltd.

7.4 You will package and arrange delivery of Artworks/product to the Customer within five working days of receiving the order From The Vibe Gallery.com. The Artwork/product must arrive with the Customer no later than 7 working days after the order has been received by You once the full amount has been received from the purchaser including vat and commission.

7.5 Should You become aware of any reason why an Artwork/product that has been ordered from You may not be received by the Customer within 7 days from the point of full payment including commotion and (vat), You will notify vibeplace.com immediately of the reason for and expected length of the delay. vibeplace.com will attempt to contact the customer and in some cases may offer a refund to the Customer resulting in the cancellation of the order from You.

### **Returns and damaged goods**

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

8.2 You will claim any costs in retrieving the Artwork/product through the insurance cover provided by Your chosen courier unless this has been undertaker by the purchaser who will therefore be responsible. vibeplace.com will not accept claims for reimbursement in the event of damage to Artworks/product under any circumstances during transport; from artist to client; or from artist to gallery; or from gallery to client

8.3 You accept that if You have not taken adequate insurance, You will be liable for the costs of retrieving the Artwork.

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

8.5 All payments will be held by Vibe Gallery Ltd until the 21 days of receipt has elapsed vibeplace.com/Vibe Gallery Ltd will not accept liability for Your delivery expenses or theres, if the purchasing client has accepted the undertaking acquiring insurance and delivery costs .

### **Payment for Artworks/Product**

9.1 Should Your Artwork(s) be sold We will raise a purchase invoice for the Price. The Invoice will be paid by vibeplace.com/Vibe Gallery Ltd no sooner than 28 days after vibeplace.com have confirmed delivery of the Artwork(s) to the Customer. The 14 days return police or any negotiations of unforeseen circumstances have been fully resolved.

9.2 Payment will be made by cheque or bank transfer.

### **Ownership of Customer relationship**

10.1 You agree that the business relationship between the Customer and vibeplace.com/Vibe Gallery Ltd is entirely owned by vibeplace.com. You will not approach the Customer directly or correspond with the Customer in any way, except with express written authorisation from vibeplace.com/Vibe Gallery Ltd. 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 vibeplace.com/Vibe Gallery Ltd. You will not pass Your contact details to the Customer, including in Artwork/product packaging Unless this has been Pacifically Negotiated and agreed by the Vibe Gallery Ltd .

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

### **Disclaimer**

11.1 You agree to defend, indemnify, and hold harmless vibeplace.com/Vibe Gallery Ltd, its officers, directors, employees, agents, and third parties, from your use of the service, including any violation of these rules.

11.2 vibeplace.com/Vibe Gallery Ltd 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.

11.3 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 you irrevocably submit to the jurisdiction of such courts.

11.4 Using the service of vibeplace.com constitutes acceptance of these rules.

All rights reserved.

11.5 A Signature and dated copy for the Vibe Gallery Ltd Use must be submitted before any acceptance of art work in the gallery can commence

These terms and conditions form a legally binding agreement between You and vibeplace.com/Vibe Gallery Ltd meaning Mark Bean, t/a vibeplace.com/Vibe Gallery Ltd, the supplier of the Service. Your statutory rights are not affected.