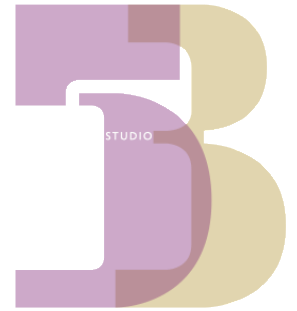


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Studio53 Artist Terms and Conditions (effective September 2025)

These Terms and Conditions form a legal agreement between the artist ("You") and Studio53 ("S53"), located at 11 Green Lane, Ford, Salisbury, Wiltshire, SP4 6DE.

1. Key Definitions

- "Studio53" or "S53" refers to Studio53.
 - "You" or "Your" refers to the artist entering into this agreement.
 - "Site" or "Sites" refers to the Studio53 website and any affiliated online platforms.
 - "Artwork" or "Artworks" refers to the physical works owned and created by the artist.
 - "Service" refers to the process of displaying, marketing, and selling the artist's work through Studio53's sites.
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2. Artist Acceptance

- 2.1 By submitting an application, the artist agrees to abide by all terms outlined in this document.
- 2.2 The artist warrants that all personal and artwork information provided is accurate and current.
- 2.3 The artist grants Studio53 permission to display artwork images and descriptions across all Studio53 platforms.
- 2.4 The artist is responsible for promptly notifying Studio53 of any changes to their details, pricing, or artwork availability.
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3. Artworks Acceptance

- 3.1 Studio53 reserves the right to accept or decline any artwork for marketing or sale at its discretion.
- 3.2 Once a sale is made, the artist enters into a legally binding contract with Studio53 and must complete the sale and dispatch the artwork within the agreed timeframe.
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4. Non-Exclusivity

4.1 Artists may market their artwork through other channels, provided that:

- This does not affect the ability to deliver the artwork within the agreed timeframe.
- The artwork is not offered elsewhere at a lower price.

4.2 If an artwork is sold elsewhere, the artist must notify Studio53 immediately so it can be marked as sold or replaced on the website.

5. Copyright

5.1 The artist guarantees that all work sold is free from copyright or intellectual property disputes and confirms ownership and the right to sell.

5.2 The copyright of the artwork remains with the artist, even after the physical piece is sold.

5.3 The artist grants Studio53 to use images of their artwork for promotional and operational purposes, including online listings, marketing, and advertising until the artist and the gallery have agreed for the imagery not to be used in the future.

6. Pricing and Artwork Particulars

6.1 The artist determines the selling price for each artwork and Studio53's commission.

6.2 The commission rate is 40% for online sales and 50% for artworks exhibited and sold in physical exhibition spaces.

6.3 Studio53 may, at its discretion, apply discounts or promotional codes not exceeding 10%. Artists will be notified if a discount is above the 10% mark but not before.

6.4 Once accepted for sale, the artist agrees to sell each artwork at the agreed price.

7. Packaging, Delivery and Insurance

7.1 The artist is responsible for all costs related to materials, packaging, delivery, and insurance. These costs must be factored into the listed price.

7.2 The artist must ensure that the artwork is securely packaged, clearly labelled, and insured for delivery to the client.

7.2i The client is responsible for the delivery and shipping cost.

7.3 The artist must not include any personal contact details or promotional materials in the packaging that could encourage direct contact with the client.

7.4 Delivery must be completed within ten working days of receiving an order.

7.4i If for any reason the client contacts the artist without going through Studio53 it is down to the artist to inform the gallery. This becomes an infringement of trust if a transaction is made without the gallery being included and could lead to the artist being cancelled from the gallery.

7.4ii Time frame for delivery should be agreed on a case-by-case basis.

7.5 If delivery cannot be completed within this period, the artist must notify Studio53 immediately. Studio53 may contact the client and, if necessary, issue a refund and cancel the order.

7.6 For large orders or installations, Studio53 will coordinate transport and installation. Fees for this

service will be agreed in advance and paid by the client. The artist and client need to agree on a shipping manifesto before the artwork leaves the studio.

8. Damaged Goods and Returns

8.1 If an artwork arrives damaged, the artist is responsible for retrieving or replacing the artwork and claiming compensation through their courier insurance.

8.2 Studio53 will not accept claims for reimbursement for damage under any circumstances.

8.3 If the artist has not taken out adequate insurance, they remain liable for retrieval costs.

8.4 Customers have a statutory right to return artwork within 14 days of receipt, in accordance with UK Consumer Contracts Regulations (2013). Studio53 does not accept liability for delivery expenses in such cases.

8.5 The artwork (if returned) will need to be delivered back the artist in the same or equal method to the way it was delivered to the client.

9. Payment for Artworks

9.1 Payment to the artist will be made by bank transfer within 28 working days after Studio53 confirms delivery to the client. This period accounts for the 14-day return window and any delivery contingencies.

9.2 The artist must provide accurate banking details to facilitate payment.

9.3 No work be sent to client until full payment received, including any delivery cost.

10. Ownership of Client Relationship

10.1 The relationship between Studio53 and the customer is solely owned by Studio53. Artists must not contact or sell directly to customers without Studio53's written consent.

10.2 In cases involving returns or damaged goods, Studio53 may share the artist's contact details with the client for resolution purposes.

11. Disclaimer

11.1 The artist agrees to indemnify and hold harmless Studio53, its officers, employees, and agents against all claims, losses, or damages arising from use of the service or breach of these terms.

11.2 The Service is provided on an "as-is" basis, without warranties of any kind.

11.3 These terms are governed by English law, and any disputes will be subject to the jurisdiction of the English courts.

11.4 Studio53 reserves the right to update these Terms and Conditions with a minimum of 28 days' notice, communicated via email or newsletter, and make them publicly available on the Studio53 website

11.5 By using Studio53's services, the artist acknowledges acceptance of all these terms.

All rights reserved.