



Udessi Artist Terms & Conditions

Date: _____

This is an Agreement between: _____

(the Artist)

of (Address)

AND

Udessi – Contemporary Australian Art, Craft & Design

www.udessi.com.au and www.udessi.com :: **phone:** 0404 187 248 :: **email:** art@udessi.com.au :: **ABN:** 24 180 667 786

These Terms & Conditions apply to Works for sale on the Udessi Online Gallery (www.udessi.com and www.udessi.com.au). All Artworks received by Udessi from the Artist as stated on the Consignment Note will be covered by the Terms & Conditions of this Agreement.

1. Definitions

In these Terms & Conditions the following words shall have the meanings given in this section:

'We', 'Us', 'Our' and 'Udessi' refers to Udessi, ABN: 24 180 667 786

'Website', 'Site' or 'Online Gallery' refers to the Udessi Online Gallery at www.udessi.com.au and www.udessi.com.

'Artwork', 'Work', 'Piece' or 'Item' means any goods and/or materials supplied by the Artist to Udessi for sale on the Udessi Website.

'You', 'the Artist' or 'Seller' means the person or company supplying the Artwork(s) to Udessi for sale on the Online Gallery in the Terms set out herein.

'Buyer' or 'Customer' means the Customer that has purchased the Artwork(s) via the Udessi Online Gallery.

'Retail Price' means the price the Artwork is listed for on the Udessi Website excluding GST and postage & handling costs.

'Artist Price' means the Retail Price minus Udessi's commission as outlined in Section 8.2.

'Listing Period' means the period the Artwork is listed for on the Udessi Website, calculated from when the Work is uploaded to the Site by Udessi until sold or removed from the Site.

'Consignment Period' means the period the Artwork is on consignment with Udessi, calculated from when the Work arrives at Udessi until the date the Artwork is posted by Udessi to either the Customer or the Artist.

'Terms', 'Terms & Conditions' or 'Agreement' means the Udessi Artist Terms & Conditions.

'Udessi Market Stall', 'Market Stall' or 'Stall' means the stall hired at the Boutique Markets at Portside Wharf, or any other designer/craft markets that Udessi chooses to attend.

2. Artwork criteria

Udessi aims to stock unique art and craft and gives careful consideration to the Artworks We feature. When choosing Artworks to be featured on Our Website, We consider the following:

- Concept uniqueness and originality
- High quality of craftsmanship and finishing
- Appropriateness and suitability for the Udessi Website – consideration is given to whether the Artwork fits in with the existing range of Works whilst creating diversity within the collection
- Udessi's emphasis is on Artworks that possess individual Australian flair and expression, either in the materials that are used to create it, the look and feel, the colours and textures, or the concept and story behind the Work. However, all other Artworks will be considered equally to ensure an appealing mix of Pieces is available in the Online Gallery.

Please note that:

- All Artworks must be the guaranteed original work/design of the Artist
- Artists must be residents of Australia and have an ABN (online applications are available at the [ATO website](#))

- We currently only offer Artworks on consignment and do not purchase Work outright
- During Our selection process We may refuse an Artwork. Please understand that not all Work may be suitable for the Udessi Online Gallery. The decision to refuse an Artwork is at the sole discretion of Udessi
- We reserve the right to remove or modify any content on Our Website, including Artwork listings, at any time for any reason.

3. Application and Artwork submissions

3.1 Initial application

- Simply send us an email with some more information about yourself and your work, together with 3–5 images* of your Work (or a link to your website where Artworks can be viewed), to art@udessi.com.au

** Please send Us images/photos of your Artworks only. We love being surprised by samples however please understand that these cannot be returned unless there is a self-addressed, stamped envelope/parcel included.*

Udessi will get in touch with You within 5 working days of receiving your application, to let You know if You were successful or not.

3.2 Submitting Artwork(s)

So that We can ensure a high quality and diverse range of Artworks for sale is maintained, We will review all Artwork submissions for approval. This applies to both new and existing Sellers.

If your Artworks are accepted for sale on the Udessi Online Gallery, please arrange for postage of the Artwork that Udessi has agreed to submit to the Online Gallery (refer to Section 9.0 – Freight). All Artworks must be included on the Consignment Note, which will be supplied to You. The completed Consignment Note must be returned to Udessi either via email before the Artworks arrive, or as a printed copy together with the Artworks.

We will also ask You to return a signed copy of these Artist Terms & Conditions, complete the Udessi Artist Profile form, and provide Us with some casual photos of yourself and your logo (if applicable) for your Artist Profile on the Website.

4. Copyright, ownership and reproduction

4.1 Copyright of Artwork

We're committed to helping Australian artists showcase their high quality of work. Udessi respects your creative property rights and copyright of your Artwork always remains with You, the Artist.

You, the Artist, guarantee the Artworks provided to Udessi for sale are your own original work/design and do not use any design, images or elements that are subject to copyright by another party unless all necessary permissions are obtained. The Artist frees Udessi from any and all liability if any Artwork incurs copyright infringements.

The Artist warrants and guarantees that Work provided to Udessi for sale is unencumbered and no other party has any right, title or interest in the Work.

Udessi will not use any Artwork on consignment for any other purpose other than for sale or advertising and promotion for Udessi, unless agreed upon by the Artist.

4.2 Copyright of Artwork photography

Copyright of the photographs of your Artwork(s) is owned by the photographer. If required, We can arrange photography of your Artworks for the Udesi Website (refer to section 5), in which case copyright of these photographs is owned by Udesi. Photographs taken by Udesi may be used by the Artist for personal record-keeping and for the Artist's website or blog, however photos must be credited and linked to Udesi. Photographs taken by Udesi may not be used for any other purpose unless agreed upon by Udesi.

4.3 Reproduction

By submitting your Work to Udesi for sale, You give Udesi permission to reproduce images of your Work. These images (whether they are provided by yourself or by Udesi), may be used at any time for the Online Gallery, promotional purposes such as marketing and advertising of your Work and/or Udesi, as well as archiving and record-keeping.

We are committed to promoting individual Australian Artists so of course, whenever possible, Artists will be given full credit wherever images of their Work are displayed.

Udesi may refine, colour correct and/or crop images, however We will always endeavour to retain the integrity of the image. Our aim is to show your Artwork in the best possible way so that Our Customers can be confident that what they see online is what they will receive.

4.4 Ownership

Ownership of the Artwork(s) will remain with the Artist until the sale of the Artwork(s). Upon receipt of full payment to Udesi for the Artwork(s), the Buyer is entitled to 100% ownership of the Artwork(s).

5. Artwork photography

5.1 Photography services

As part of Our service, Udesi can arrange photography of your Artwork if required. We believe high quality, consistent product photography is an integral part of Our Online Gallery as Customers are unable to view Works in person. For this reason we offer this service free of charge, however as the process of photographing, cropping, retouching and colour correcting is quite time consuming, We only offer this service for Artworks with a Retail Price of \$100 or more.

If the Retail Price is less than this, multiples of this same Artwork must be submitted to reach the amount (ie. if the Retail Price is \$25, a minimum of 4 copies of the same Artwork need to be submitted). If the Artwork is an original Piece, or multiple copies are not able to be submitted, the Work might still be eligible for inclusion on the Online Gallery (providing the Artist is able to provide photographs as outlined in section 5.2), or for inclusion at the Udesi Market Stall.

5.2 Supplied photographs

Should the Artist choose to supply Their own photographs, the following is a rough guide of what We require:

- One photograph of your Artwork 'in situ' (where the Artwork is placed on a background, hanging on the wall or placed amongst relevant or complementing objects). Please ensure your Artwork remains the main focal point of the photograph.
- A clear 'product shot', showing the Artwork only, on a plain background or cropped, and taken from a straight, front-on angle. If your Art is available in digital format ie. pdf or eps format, this can be supplied instead of the product shot.
- A 'close-up shot', showing the texture and/or detail of part of the Artwork.

The above points might vary depending on your Artwork – please contact Us to discuss individual requirements.

Please also note:

- Images supplied should be in focus, use proper lighting and a minimum of 800x800 pixels in size (preferably more so that We can crop the images if necessary).
- Udesi reserves the right to refuse any images We do not find to be suitable for the Website.

6. Pricing

6.1 Pricing of Artworks

You, the Artist, agree that should You sell identical Artworks (or Works that are similar in style / size / material) as the Artwork for sale on Udesi, at any venue or website other than Udesi, the Retail Price of the Artwork will not be lower than the Retail Price offered on Udesi (excludes sales and special promotions). This will ensure the integrity of Udesi's reputation and maintain customer loyalty.

6.2 Exchange rate

Should the Artist sell Their Work at an international website or venue where Artworks are priced in another currency (such as Etsy), it is the Artist's responsibility to ensure those prices are kept up-to-date with the current exchange rate. Please give careful consideration to your Pricing as Udesi will not amend Gallery or Market Prices due to fluctuating exchange rates, instead the Artist must keep their Prices inline with the Australian Dollar prices as per section 6.1.

7. Selection and display of Work

7.1 Selection of Work

When selecting Artworks for the Online Gallery, Udesi may select Pieces from different Artists that are similar in design, material or process. We believe however that it is in the Artist's and Udesi's best interest, to keep the selection of Artworks for sale diverse and We will always endeavour to do so.

7.2 Presentation and display of Work

Udesi aims to display all Artworks in the best possible way and keep the Online Gallery interesting and engaging for Website visitors. The presentation, display and selection of Artworks for sale is at the sole discretion of Udesi. This includes, but is not limited to, the order and grouping in which Artworks appear, the selection of featured Artworks and Artists on the Udesi Online Gallery and/or promotional material & advertising, as well as the rotation of Works in the Online Gallery. Udesi reserves the right to remove any Artwork from the Website at any time at Our sole discretion.

7.3 Selection of Work for Udesi Market Stall

Udesi may choose to showcase Your Work at the Udesi Market Stall. Artists that would like their Work to be considered for sale at the Market Stall are required to read and agree to the additional Udesi Market Terms & Conditions.

8. Sales, commission, payment and GST

8.1 Sale of Artworks

Artworks are sold on consignment basis, meaning that Udesi will retain the Artwork and the title of the Work remains with the Artist until sold. Two transactions are then made – a sale of the Artwork by the Artist to Udesi, and then an immediate sale of the Artwork by Udesi to the Buyer.

8.2 Commission

Commission on Artworks sold by Udesi is 35% based on the Retail Price. The Artist can set the Retail Price for which they would like their Work to be sold on the Online Gallery. Once the Artwork is sold, 35% commission (based on the Retail Price) will go to Udesi and 65% (the Artist Price) will be paid to the Artist. Postage and handling to the Customer are charged to the Customer by Udesi in addition to the Retail Price.

8.3 Payment

Artists are required to issue a tax invoice for all Artworks sold on the Udesi website. Udesi will notify the Artist at the beginning of each month of the total amount of Artwork(s) sold in the month prior. Please provide an invoice as a Word or PDF file, Paypal invoices are only accepted if you'd like to be paid through Paypal as well. Upon receipt of the tax invoice, payment will be made to the Artist on the 15th day of that month, either by direct transfer into the Artist's nominated bank account, or via PayPal. Please note that payment may take several days to appear in your nominated bank account. Payments will NOT be made by cheque or to credit card accounts.

Payment will be made for sales of \$20 or more. Payment for sales less than this will be made at such time when the total sales reach or exceed \$20.

8.4 GST

Udessi is currently not registered for GST and does not charge GST to the Customer. If You, the Artist, are registered for GST, the 10% GST will be included in, not additional to, the 65% Artist Price, ie. Udessi's commission will remain 35% of the Retail Price regardless of the GST status of the Artist. Artists that are registered for GST are advised to allow for this when determining the Artwork Retail Price.

8.5 Custom orders

Custom orders which are the result of display of the Work on the Online Gallery or Market Stall, and handled by Udessi, will be subject to these Terms & Conditions.

9. Freight, Listing Period and return of Artworks

9.1 Freight to Udessi

The Artist will be responsible for freight costs and freight insurance of Artworks to Udessi, unless otherwise arranged. Please ensure the Artworks are properly packaged and insured as Udessi will not be responsible for Artworks lost or damaged during freight to Udessi. Please also ensure that all Artworks are included on the Consignment Note, so that We can check immediately if We have received all Items. Udessi will not be responsible for Artworks that are not included on the Consignment Note.

9.2 Listing Period

Udessi's Listing Period for Artworks is 4 months from the date the Artwork is uploaded to the Online Gallery. During this Period the Artwork must remain available for sale with Udessi. If the Artwork remains unsold after the Listing Period, Udessi may decide, in agreement with the Artist, to extend the Listing Period by another 4 months, or withdraw the Artwork from sale.

9.3 Return of unsold Artworks

Listing the Artwork on the Online Gallery, including Artwork photography, uploading the Artwork, Artwork description and Artist's profile, as well marketing and promotion of the Work are all part of Udessi's service. We provide Our services at no charge to the Artist and only get paid when an Artwork gets sold, as per Our commission in Section 8.2. Should Udessi or the Artist decide to withdraw the Artwork from sale after the Listing Period has ended, the Artist will only be responsible for costs relating to the return of the Artwork. These are to be paid upfront to Udessi.

9.4 Return of unsuitable, damaged or faulty Artworks

Should Udessi receive an Artwork that is of a significant different quality or appearance than described by the Artist or shown in the photos at the time of application, and the Artwork is found unsuitable for sale on the Online Gallery, Udessi reserves the right to refuse the Artwork. Costs relating to the return of the Artwork will be the responsibility of the Artist and are to be paid upfront to Udessi.

Udessi will not be responsible for damage to Artworks caused by faulty workmanship or flaws within the Artwork. If an Artwork is found faulty whilst held on consignment by Udessi, Udessi will notify the Artist within 3 working days of discovering the fault/damage. Costs relating to the return of the damaged Artwork will be the responsibility of the Artist and are to be paid upfront to Udessi.

9.5 Return of Artworks in case of breach of Terms & Conditions by the Artist

If the Artist is in breach of the Terms & Conditions of this Agreement, Udessi may decide to remove the Artist and their associated Artwork(s) from the Udessi Website. Costs relating to the return of the Artwork(s) will be the responsibility of the Artist and are to be paid upfront to Udessi.

9.6 Damage during transit

Artworks sent to Udessi

Udessi will examine your Artworks upon arrival to make sure they are undamaged and in good condition. Should an Artwork be damaged on arrival, Udessi will notify the Artist within 3 working days of receiving the Artwork and provide digital photographs of the damage. Costs relating to the return of the damaged Artwork will be the responsibility of the Artist and are to be paid upfront to Udessi.

Artworks returned to the Artist

If the Artist has paid for freight insurance and any damage should have occurred during transit to the Artist from Udessi by a freight company commissioned by Udessi, the Artist must notify Udessi in writing within 3 working days of receiving the Artwork, so that Udessi can handle any claims against the freight company responsible.

9.7 Storage of uncollected Artworks

Unless otherwise agreed by Udessi, if the Work is not able to be returned to the Artist for any reason after the end of the Listing Period, or after an Artwork has been withdrawn from the Online Gallery by for any reason, and Udessi has made all reasonable efforts to contact the Artist and no alternate arrangement or storage solution has been made by the Artist in agreement with Udessi, the following will apply:

After a 1 month period following the end of the Listing Period:

The Work will no longer be insured against damage, theft or loss and Udessi may charge storage fees of \$10 a week.

After a 3 month period following the end of the Listing Period:

Udessi reserves the right to sell, donate, or dispose of the Work. Udessi will give the Artist 2 weeks written notice prior to the sale, donation or disposal of the Artwork. Should Udessi decide to sell the Work, the Artist will not be entitled to any payment from the sale.

10. Udessi's duty of care

All Artworks held on consignment by Udessi will be safely stored at all times and treated with special care to prevent any damage or deterioration. Works will also be properly insured against loss, theft or damage for the duration of the Listing Period. If an Artwork is stolen, lost or damaged during the Consignment Period, Udessi will pay the Artist the Artist Price as per this Agreement. Udessi will not be responsible for damage to Artwork(s) caused by faulty workmanship or flaws within the Artwork(s).

11. Privacy and confidentiality

All Customer and Artist personal details are treated confidential and Udessi will not sell, distribute or lease your personal information to third parties unless We have your permission or are required by law to do so.

12. Termination of this Agreement

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Udessi or the Artist, by giving a 14 day written notification of termination from either party to the other. Outstanding payments for Work sold will be subject to these Terms & Conditions.

13. Governing Law

The law of Queensland governs these Terms & Conditions.

14. Alterations to the Agreement

Udessi may revise this Agreement at any time without notice, in which case Udessi will post a copy of the revised Agreement on Our Website and notify all Artists via email. Such revisions shall be effective upon posting of such changes to the Udessi Website.

These Terms & Conditions constitute the entire Agreement between the parties on the subject matter contained herein and supersedes all representations, communications and prior agreements between the parties in that regard.

I have read, understand and agree to these Artist Terms & Conditions as outlined in this Agreement.

SIGNED

Artist name

Business name

Date

SIGNED (Udessi).....

Name

Date