



## (CLIENT) BUYER TERMS AND CONDITIONS

This page (together with our [Privacy Policy](#) and website [Acceptable Use Policy](#)) tells you information about us and the legal terms and conditions on which we provide Services. Should any aspect of the Privacy Policy or Website Acceptable Use Policy conflict with these Terms, these Terms shall prevail.

These Terms (last updated on the 1st November 2018) will apply to any contract between us for the provision of the Services to you (**Contract**), and include certain terms which impose obligations upon you to be included in any contract between you and any Artists. Please read these Terms carefully and make sure that you understand them. Please note that before subscribing for Services, you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to subscribe for any Services.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 13. Every time you wish to utilise any aspect of the Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

### **1. INTERPRETATION**

- 1.1. The definitions and rules of interpretation in this clause 1 shall apply in these Terms throughout, including in the preamble above:

**Artist:** A creator of original works of art who is registered with Three Graces Galleries Limited.

**Artwork(s):** includes original works of art, prints and in addition may reference any images, information, wording, designs or other documents or details uploaded to our Site.

**Assignment:** any assignment – deliverable agreed to be carried out by an Artist for you, whether or not that assignment proceeds to completion.

**Assignment Completion Notification:** the notification to be provided by an Artist and/or Service Provider pursuant to clause 5.3(a).

**Assignment Completion Confirmation:** the confirmation to be provided by you pursuant to clause 5.3(b).

**Buyer:** a Prospective who enters into any contract with an Artist for an Artwork or Assignment.

**Goods:** The Artwork(s) that an Artist is selling to You with Three Graces Galleries Limited acting as an intermediary agent.

**Intellectual Property Rights:** shall mean all intellectual property rights wherever in the world arising, whether registered or unregistered, including, but not limited to any copyright, know-how, registered or unregistered design right and database rights.

**Order:** Your selection of Goods from either; our online gallery display, email or telephone correspondence, in person or as set out in the sales invoice you receive from Us.

**Prospective:** any person, firm or company who registers with our Site, who expresses interest in any Artist or Artwork.

**Services:** including but not limited to: the publishing of information about artists and artworks on the Site, the operation of the Site, the introduction of Artists and their artworks to Prospectives and Buyers, the sale of original works of art to Buyers and the performance of an intermediary role between Prospectives, Buyers and Artists.

**Site:** [www.threegracesgalleries.com](http://www.threegracesgalleries.com)

**Subscriber:** a person, business or corporate body who is registered with Three Graces Galleries Limited.

**Terms:** These terms and conditions.

**Third Party Contractors:** any third party service provider or contractor engaged or appointed in relation to an Assignment.

**We, Us:** Three Graces Galleries Limited

**Year:** each consecutive period of 12 months from the date of acceptance of your registration, until such time as your registration is terminated for any reason.

**You:** The person(s) or body corporate who is purchasing goods from an Artist/Artists using Three Graces Galleries Limited as an intermediary agent.

## **2. INFORMATION ABOUT US**

- 2.1. We operate the website [www.threegracesgalleries.com](http://www.threegracesgalleries.com) We are THREE GRACES GALLERIES LIMITED, a company registered in England and Wales under company number 11345569 and with our registered office at Arabesque House, Monks Cross Drive,

Huntington, York, North Yorkshire, YO32 9GW, United Kingdom. Our main trading address is our registered office.

- 2.2. We act as an intermediary agent on behalf of Artists. When you purchase artwork through us, you are purchasing artwork directly from the Artist.
- 2.3. **Contacting us if you are a consumer:**
  - (a) If you are a private consumer, to cancel your registration to the Site in accordance with your legal right to do so, you just need to let us know that you have decided to cancel. You can e-mail us at [info@threegracesgalleries.com](mailto:info@threegracesgalleries.com) or contact us by post to THREE GRACES GALLERIES LIMITED, Arabesque House, Monks Cross Drive, Huntington, York, NorthYorkshire, YO32 9GW, United Kingdom. If you are emailing us or writing to us please include sufficient details to enable us to identify you. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. Any cancellation is entirely without prejudice to any provision of the clauses in these Terms pertaining to our holding monies in the designated account, and the circumstances under which those funds are to be distributed.
  - (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by e-mailing us at [info@threegracesgalleries.com](mailto:info@threegracesgalleries.com)
  - (c) If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 2.4. **Contacting us if you are a business.** You may contact us by e-mailing us at [info@threegracesgalleries.com](mailto:info@threegracesgalleries.com) If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 15.

### **3. INITIAL PROCESS**

- 3.1. You may apply for registration to the Site to become a member and to use our Services by using the registration forms found on [www.threegracesgalleries.com](http://www.threegracesgalleries.com) There are two forms, one designed for individuals and one designed for businesses and corporations.
- 3.2. If you are a private consumer, in order to be eligible for registration, you must be at least 18 years of age.
- 3.3. If you are not a private consumer, you confirm that you have authority to bind any business on whose behalf you use the Site.
- 3.4. By completing the registration application, you provide:
  - (a) if you are not a private consumer, your consent to our undertaking searches and checks to verify the details you have provided; and
  - (b) your acceptance of these Terms, as well as our [Privacy Policy](#), and website [Acceptable Use Policy](#).

- (c) your assurance that the information you provide us with at the time of registration is both correct and accurate.

#### **4. CONTRACTING PROCESS**

- 4.1. In the event that you make contact with us in order to inform us of your interest in Artworks uploaded to the Site by Three Graces Galleries Limited on behalf of an Artist, we will provide you with the contact details of the relevant Artist, and, at your election, you may make contact with that Artist with a view to agreeing terms for an Assignment.
- 4.2. The terms of any Assignment are to be concluded directly between you and the relevant artist with the intermediary assistance of Three Graces Galleries Limited (as applicable) save that the terms of any Assignment as regards payment must provide that any and all payments to be made by you to an Artist or a Third Party Contractor must be made via the designated account with clause 5 of these Terms.
- 4.3. You shall not, at any time during your membership to the Site, without our prior written consent, amend the terms upon which you conduct business with any Artist or Three Graces Galleries Limited.
- 4.4. You acknowledge that prices advertised on the Site and through the Services will be as specified. You also acknowledge that these prices do not include shipping, handling charges or applicable Taxes, if any, for which you are responsible and which where possible will be separately identified on your sales invoice.
- 4.5. The website's base currency is pounds sterling (GBP).
- 4.6. You accept that artworks will not be shipped before a payment in full has been made by you. Upon payment in full your artworks will be packaged and shipped to you by the Artist.
- 4.7. Shipping and insuring costs related to the shipping of Artwork(s) will be quoted to Prospectives and Buyers in pounds sterling and where an exchange rate between Euros and Pounds Sterling applies to these costs, this will be calculated with reference to the HM Revenue and Customs guidance on monthly exchange rates.
- 4.8. You accept that our current [Shipping Policy](#), [Return Policy](#) and [Cancellation Policy](#) (add links) at the time of purchase will apply to all Artworks purchased through the Site and Services.
- 4.9. You acknowledge and agree that your ability to track the delivery of your Artwork(s) will be dependent on the system(s) on which the shipping company operates. That being said, we are committed to doing our upmost to support you in your purchase. You can contact us by emailing [info@threegracesgalleries.com](mailto:info@threegracesgalleries.com)

- 4.10. We reserve the right to cancel any order for an Artwork placed via the Site and Services if we determine, in our sole discretion, that the item is mis-priced or otherwise unavailable at the price listed on the Site and Services. If we cancel an order placed via the Site and Services, we will send you confirmation of such cancellation and depending on the stage of the sales process, you will either not be charged for your order or you will be refunded, this will be our sole liability to you for any cancellation.
- 4.11. You acknowledge that applicable Taxes will be added to your sales invoice, as a separate charge, when required or when allowed to do so. Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any Taxes. Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimise or to qualify for an exemption from any such obligations.
- 4.12. Many Artists accept Commissions (termed Assignment). In this scenario, a time frame for completion will be agreed upon between You and the Artist and you agree to pay a non-refundable deposit towards the total price of the artwork prior to the commencement of the Commission by the Artist. The remaining monies will be payable upon the completion of the Commission, into the designated account. These monies shall be released to the relevant person(s) in accordance with clause 5.3 and 5.4 below.
- 4.13. You agree to ensure that if any Assignment includes the involvement of any Service Providers and/or Third Party Contractors, whether appointed through the Site or by direct appointment by you that you allow and require cooperation to the full extent required by any agreed Assignment(s).
- 4.14. You agree that provided that we have taken reasonable steps to ensure the provenance of an original artwork, in the event that it is established that an artwork is in fact not attributable to the Artist(s) in question, our liability will be limited to refunding our fee from the Artist from the Assignment agreed between You and the Artist.

## **5. PAYMENT PROCESS**

- 5.1. We operate a payment process, which is a designated account into which all funds payable in accordance with this clause 5 are paid and held. Save only to the extent of our financial entitlement pursuant to clause 6.2, all monies paid into the designated account shall be held on Trust for you until the point in time at which monies are required to be released in

accordance with clause 5.3 and 5.4 below. After that point in time, we shall hold monies on trust for the relevant person to whom those funds are required to be released.

- 5.2. You agree that you will not make any form of payment directly to any Artist, Service Provider or Third Party Contractor in relation to any Assignment or Project, or otherwise howsoever except through the system in accordance with these Terms.
- 5.3. You acknowledge and agree that no monies shall be released from the designated account unless and until we have received the following:
  - (a) written notification from the Artist and/or Service Provider that any relevant payment stage in the Assignment has been completed, and the relevant payment in respect of that stage is due; and
  - (b) written confirmation from You that any relevant payment stage in the Assignment has been completed, and the relevant payment in respect of that stage is due; or
  - (c) after 14 calendar days of your receiving your Goods you have not contacted Three Graces Galleries Limited to declare to the contrary of 5.3.(b)
- 5.4. You irrevocably acknowledge and agree that, until the requirements of clause 5.3 have been complied with to our satisfaction, we shall have no obligation to release any monies from the designated account without the provision to us of such evidence that we may reasonably require to satisfy ourselves that we are required to release funds pursuant to either:
  - (a) an order of a court of competent jurisdiction; or
  - (b) a final arbitration decision; or
  - (c) the final finding of any other form of alternative dispute resolution; or
  - (d) an express written agreement between you and the relevant Artist, Service Provider or Third Party Contractor.
- 5.5. We shall release funds to the relevant recipients after deduction of any fees to which we are entitled under these Terms, within 5 working days of the completion of the process described at either of clause 5.3 or 5.4 (as applicable).
- 5.6. You acknowledge and agree that no interest shall be due to you or the Artist, Service Provider or Third Party Contractor on monies held in the designated account in relation to any Assignment, and that any and all such interest earned on monies held in the designated account shall belong to, and be retained by, us.

## **6. FEES**

- 6.1. You acknowledge and agree that all fees payable to us pursuant to this clause 6 will be payable to us by deduction from monies paid by you through the designated account system, prior to their release to any party.

- 6.2. You acknowledge and agree that we shall be entitled, in consideration of the Services, to a fee of 30% of each required deliverable cost amount (exclusive of any fees owed to Third Party Contractor(s) related to shipping the artwork(s) to You) paid into the designated account, which shall become payable on agreed completion of an Assignment pursuant to clause 5.3 or 5.4 (as applicable).
- 6.3. Should you enter into a contract with any Artist for the absolute sale and assignment to you of any of the Intellectual Property Rights in and to any artwork, you agree that we shall be entitled to a percentage agreed with the Artist of any consideration agreed to pass to the relevant party in respect of the sale of those Intellectual Property Rights.
- 6.4. All sums detailed within these Terms are exclusive of VAT which shall be payable in addition thereto.
- 6.5. You acknowledge that to the extent any sums held by us in relation to any Assignment in the designated account system comprises VAT, We will hold such VAT inclusive amounts on behalf of the Artist or Third Party Contractor until such time as these monies are due to be released to the Artist or Third Party Contractor in accordance with clause 5.5.

## **7. RESTRICTIONS**

**This clause 7 only applies if you are a business customer.**

- 7.1. Save as expressly provided by these Terms, you agree and undertake not to approach any Artist for the purpose of seeking to contract for services which could be facilitated through us or the Site to whom you have been introduced, or of whom you have become aware, as a result of your membership of the Site directly, or otherwise than through us or the Site, during your membership, or for a period of 12 months from the end of your membership, howsoever arising.
- 7.2. In the event that the provisions of clause 7.1 are breached, you agree to account to us for any and all sums that we would have been entitled to, had any contract entered into been facilitated through us or the Site.
- 7.3. The restrictions contained in this clause 7 apply to you acting directly or indirectly and whether on your own behalf or on the behalf of any other firm, company or person.
- 7.4. You acknowledge and agree that the restrictions in this clause 7 are both reasonable and no more than necessary in order to protect our legitimate business interests.
- 7.5. As a matter of invariable policy, we will report any breach of the restrictions in this clause 7 of which we become aware, or any other relevant aspect of these Terms, to any governing body of which you are a member, in as much as such breach has relevance to a relevant code of conduct or equivalent.

7.6. This clause 7 shall survive termination of the Contract, howsoever arising.

## 8. TERMINATION

**This clause 8 only applies if you are a business customer.**

8.1. Subject to clause 8.2 below, your membership to the Site shall commence upon our notification to you of our acceptance of your registration to the Site, and shall continue until either of us terminate the membership by providing not less than 6 months' written notice to the other party.

8.2. Without affecting any other right or remedy available to us, we may terminate your membership with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of these Terms which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of [14] days after being notified in writing to do so;
- (b) you repeatedly breach any of the terms of these Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to these Terms;
- (c) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
- (d) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (being a company) for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you (being a company);
- (g) the holder of a qualifying floating charge over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver;



- (h) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- (i) you (being an individual) are the subject of a bankruptcy petition or order;
- (j) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within [14] days;
- (k) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(c) to clause 8.2(j) (inclusive); or
- (l) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business.

## **9. CONSEQUENCES OF TERMINATION**

- 9.1. Termination of your membership shall not affect any right or remedy that we may have arising under these Terms, including, for the avoidance of doubt, any fees payable to us on any Assignment or other agreement or arrangement entered into with any Artist or Service Provider pursuant to clause 6.
- 9.2. On termination of your membership the following clauses shall continue in force: clause 4, clause 6, clause 7, this clause 9, clause 14, clause 15 and clause 18.

## **10. USE OF THE SITE**

Your use of the Site is governed by our website [Acceptable Use Policy](#). Please take the time to read this, as it includes important terms which apply to you.

## **11. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you.

## **12. GENERAL**

- 12.1. If you are not a consumer, or not utilising the Site as a consumer, you confirm that you have authority to bind any business on whose behalf you use the Site.

- 12.2. These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 12.3. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 12.4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

### **13. OUR RIGHT TO VARY THESE TERMS**

- 13.1. We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 13.2. If, for any reason, we amend these Terms, we will notify you via the Site. Each amendment or variation by us of these Terms will take effect upon delivery of such notification.

### **14. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 14 only applies if you are a business customer.**

- 14.1. Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 14.2. Subject to clause 14, we agree to use our reasonable endeavours to ensure continuity of the Site, but make no warranties in this regard. We accept no liability for loss arising as a result of any disruption to the Services, or the unavailability of the Site, howsoever caused, and for whatever duration.
- 14.3. Subject to clause 14.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;

- (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 14.4. Subject to clause 14.1, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount actually paid to us in respect of fees pursuant to clause 6 on the specific Assignment to which the asserted loss relates in the year immediately preceding the date of the asserted loss.
- 14.5. For the avoidance of doubt, we are not a party to any contract concluded between you and an Artist, Service Provider or Third Party Contractor, and as such, subject to clause 12.1, we accept no liability whatsoever for any breach of such a contract by you or the other party or parties thereto. [We will not voluntarily participate in providing evidence or resolving disputes in any capacity in relation to contracts to which we are not a party].
- 14.6. We accept no liability for any loss suffered as a result of your failure to maintain the security of any usernames and passwords.

**15. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 15 only applies if you are a consumer.**

- 15.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 15.2. We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and
  - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose).

## **16. EVENTS OUTSIDE OUR CONTROL**

- 16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 16.2.
- 16.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 16.3. If an Event Outside Our Control takes place that affects the performance of our material obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 16.4. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than [90] days. To cancel please contact us.

## **17. COMMUNICATIONS BETWEEN US**

- 17.1. **If you are a consumer** you may contact us as described in clause 2.2.
- 17.2. **If you are a business:**
- (a) When we refer, in these Terms, to "in writing", this will include e-mail.
  - (b) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
  - (c) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
  - (d) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

- (e) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 18. OTHER IMPORTANT TERMS

- 18.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
- 18.2. You may only transfer your rights or your obligations under these Terms to another person if we have previously agreed in writing to that transfer.
- 18.3. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.4. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.6. **If you are a consumer**, please note that these Terms are governed by English law. This means the Contract and any dispute or claim arising out of or in connection with it are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 18.7. **If you are a business**, the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.8. **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

**19. INTELLECTUAL PROPERTY RIGHTS**

- 19.1. For the avoidance of doubt, we acknowledge that the Artist at all times retains ownership of all Intellectual Property Rights in and to any of their Artworks or Projects subject to clause 19.2.
- 19.2. Should you enter into a contract with the Artist for the absolute sale and assignment to any of the Intellectual Property Rights in and to any Project, you acknowledge and agree that we shall be entitled to a fee agreed with the Artist of any consideration agreed to pass to the Artist in respect of the sale of those Intellectual Property Rights.
- 19.3. In the event that you commission and/or purchase original artwork(s) from an artist through our site and services, this does not automatically give you the right to exploit any intellectual property rights. Such exploitation includes copying artworks and licensing artworks for reproduction or publishing in any format.

**20. COMPLAINTS**

- 20.1. We ask that any complaints be detailed and sent in writing to [info@threegracesgalleries.com](mailto:info@threegracesgalleries.com)