

Commissions Policy

- Introduction
- Your Order
- Conditions of Sale
- Our Quality Guarantee
- Our Quality Standard
- Our Refund Policy for Commissioned Work
- Our Alterations & Revisions Policy
- Licencing

Introduction

Our commission service makes the process of ordering original artwork straightforward, removing the uncertainty of ordering directly from artists without contract or guarantee.

If you would like to work with an artist simply contact us at <u>admin@camellia.design</u> stating the nature of your request and we provide direct contact with the artist and monitor the progress of any work undertaken and completed through our site and company.



Your order

All orders that you place using this website will be subject to acceptance in accordance with these terms and conditions.

By placing an order through our Commission Service, you declare that:

- You have read and accepted to out terms and conditions.
- You are legally capable of entering into a binding contract.
- You are at least 18 years old.
- You are a legal resident in the UK.
- You have read our Commissions Policy and agree to its terms.
- You have read our Privacy Policy and agree to its terms.
- You have read our Copyright Policy and agree to its terms.

Conditions of Sale

You are eligible to commission original artwork through Camellia Designs if:

You agree to submit full payment for original artwork if you order through our online checkout service or if the estimate is less that £200.

For artwork commissions that are ordered outside our checkout service and exceeds £200, a deposit will be arranged and final payment with be made in instalments or upon completion.

You agree to provide us with a working email address and agree to receive estimates, consultation correspondence, any drafts and final versions of artwork via email (please remember to check your spam folder for relevant mail).



You agree to provide adequate reference photos and any instructions or specifications required for the artist to fulfil the requirements of your commission. This may also include discussion with the artist either by phone or email to clarify particulars such as styles and details which may be unclear.

You agree to provide feedback on your artist's correspondence and any drafts submitted via email.

You acknowledge and are aware that the quality of any commissioned artwork you receive through Camellia Designs may be affected by the quality of the reference photos and direction you provide. The commission may suffer if you do not provide high quality reference images and clear direction for any specifications you have requested.

You acknowledge that creative control is given over to the artist, so long as the artwork created is in the materials, style and quality agreed upon.

You agree that for complicated and larger commissions where initial compositional sketches are produced, you will only be able to give feedback on these rough sketches. Once this stage is completed the artist is free to complete the work without further consultation unless the artist feels the need for additional instruction.

You acknowledge that payment for commissioned artwork through Camellia Design or through our site is non-refundable unless the final work is never created, is not delivered within three weeks of the estimated turnaround time or does not meet our standards.

You acknowledge that your artist reserves the right to turn down your order, in the rare event that this happens, you will receive an immediate and full refund.



Our Quality Guarantee

If you are given commissioned art that does not meet our quality standards, you may submit a dispute and may receive a full refund.

Our Quality Standards

When you order a commission based on an artist's specific sample as seen on our website, you can expect to receive artwork that meets the following standard:

The artwork will include the subject(s) you have provided in the form of reference photos in the style you have requested, artistic style permitting.

The artwork will be in the primary materials and style discussed and agreed upon by both you and the artist.

The artwork will be in a size and orientation; portrait, landscape, square, that has been ordered.

The artwork will feature details and quality equivalent to those discussed and agreed upon by you and the artist.

When you commission artwork that includes special request involving unique instructions for the artist through direct communicating via email or phone, the experience may be unpredictable. However, the artwork should meet the requirements agreed upon. If you dispute that these requirements have been met Camellia Design will review the artwork in question and will offer a refund if we find the work at fault.



Our Refund Policy for Commissioned Work

Late Delivery

If your commission is not completed and delivered within a reasonable 30 day period of the artist's estimated turnaround time, you have the option to cancel your order and receive a refund at any point before the final work is delivered. Please be aware that the turnaround time does not include days spent awaiting responses from you e.g. If you wait three days before giving feedback on an artist's rough draft, or failing to respond to a consultation those three days will not be counted as part of your artist's turnaround time.

If a final work is delivered late, but you never cancelled the order, you cannot ask for a refund unless the work does not meet Camellia Designs quality standards.

Late delivery does not apply if there is a delay with the delivery method due to uncontrollable circumstances, weather etc.

Conditions for Refunds

The artist holds creative control to produce unique interpretations with their art and every commission will vary in many different ways from their other works. We do not provide refunds if you simply do not like the artist's finished work. The artist devotes a significant amount of time to create original artwork, and providing they deliver what was agreed upon in the commission and the said artwork meets our quality standards, they deserve to be paid.

In the rare event that you make a purchase through our site that fails to meet our quality standards as set out above. You can issue a dispute. If it is found the work was not up to our quality standards you will be required to return any received artwork and delete/stop using any digital work immediately. A refund will be issued within 3 days of the artwork's return or the resolution of a dispute for digital work. Understand that by accepting the refund you may no longer use or display any of the artwork in full or in part, which will no longer belong to you.



Our Order Cancellation Policy

Once consultations concerning details for a commission are concluded the artist will commence work and you will not be able to cancel the order. Up until this point you may cancel the commission.

Our Alterations & Revisions Policy

Artists provide prices and quotes through Camellia Design and our website based on the assumption that once they commence the work, they will have creative control to complete the commission, unless agreed otherwise. Once the artwork is completed, we will send a digital image of the work for you to examine. Artists welcome feedback and at this point small revisions and adjustments can be suggested and made at the artist's discretion. This is a courtesy and offered free of charge.

You may request more substantial and additional revisions to a work. However, they may be associated with an additional cost. This is entirely up to the artist and there is no guarantee that they will be willing to do any additional work at this point, free or paid.

If an artist does agree to do additional work you acknowledge that each round of revision is limited to one consultation to exchange details and instructions through your given email or phone. Please be as explicit and detailed as possible to ensure that the artist has the necessary information to complete the revision requested. Once work has commenced on the revision it cannot be cancelled and the artist has creative control to interpret and complete the instructions.

Additional work takes additional time and most artists need to charge for their time. The price of a revision will depend on how complex the requested changes are. A unique quote will be given by the artist for any requested revision. You are free to accept or decline this quote and to order this additional work.



Licensing

You may not use any artwork you have commissioned through Camellia Design for commercial purposes without first obtaining written permission from the artist.

Please see our **Copyright policy** for further details.

If you have any questions or complaints about these terms, please contact us at admin@camellia.design or alternatively phone: 07599 221 224