

# Terms & Conditions

## Jess Eliza Arts

By confirming a commission or making a purchase from **Jess Eliza Arts**, you agree to the following Terms & Conditions. These are in place to ensure a fair, respectful, and smooth experience for both the client and the artist.

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## Section A: Charcoal Commissions

### Payment Terms

- A **non-refundable deposit** is required upfront to secure your commission slot. The deposit amount will be clearly stated during the booking process and is based on the set price of the chosen artwork.
- The remaining balance is due upon completion of the artwork and **prior to delivery**.
- Accepted payment methods include **PayPal and Bank Transfer**

### Refunds & Cancellations

- All deposits are **non-refundable**, as they cover the initial time and resources invested in your commission.
- If you choose to cancel after work has begun, you may be invoiced for the portion of work already completed.
- If I must cancel a commission due to illness or unforeseen personal circumstances, a **full refund (including deposit)** will be issued.

### Revisions

- Reasonable revisions are available during the **sketching or early stages** of the artwork.
- Major changes requested after final approval may incur **additional charges** and extended turnaround time.

- Full redraws will only be considered in **exceptional circumstances** and at my discretion.

## Turnaround Time

- Estimated start and completion dates will be provided upon booking confirmation.
- Turnaround times vary depending on the complexity of the piece and my current workload.
- You will be kept informed throughout the process. In the event of significant delays, you will be notified promptly with a revised timeline.

## Usage Rights (Commissions)

- I retain full copyright to all commissioned artwork and reserve the right to display the work in my portfolio, on social media, or for promotional purposes (unless otherwise agreed).
- Clients are granted **personal-use rights only**, including displaying the artwork in their home or sharing it online with clear credit.
- **Commercial use** (including resale, merchandise, branding, or profit-based use) is strictly prohibited without a separate commercial licence agreement.

## Communication

- Clear and timely communication is essential for a smooth process.
- If no response is received within **7 days** of a draft or revision request, I reserve the right to proceed using my professional judgement.

## Artistic Freedom

- By commissioning me, you acknowledge and accept my **artistic style and interpretation**.
- While client input is valued, trust in my creative process is expected to achieve the best possible result.

## Respectful Conduct

- I reserve the right to decline or cancel any commission if treated disrespectfully, harassed, or if the subject matter falls outside my artistic or ethical boundaries.

## Commission Submission

- All commission requests must be submitted through my **official charcoal commission form**, unless arranged through a collaborating business or agreed otherwise.
- This ensures accuracy, organisation, and clarity throughout the process.
- Requests submitted outside of the approved process may not be accepted.

## Delivery & Shipping (Commissions)

- Once artwork has been dispatched, I am not liable for any loss, damage, or delay caused during shipping.
  - Tracking is available upon request for an additional charge and must be selected at the time of final payment.
  - Worldwide shipping is available and may incur additional costs.
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