

# 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.

---

## Section A: Commissions

### 1. 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, Bank Transfer, and GoCardless** (for approved payment plans).
- **Payment plans** of 3–6 months are available upon request and subject to agreement.

### 2. 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.

### 3. 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.

#### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. 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.

## 8. 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.

## 9. Commission Submission

- All commission requests must be submitted through my **official 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.

## 10. 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.

---

## Section B: Shop & Print Purchases

### 11. Original One-of-a-Kind Pieces

- All original artworks are **one-of-a-kind** and sold as-is. Due to their unique nature, they are **non-refundable**.
- Every effort is made to provide accurate photographs and descriptions. Please review these carefully before purchasing.

- Once shipped, I am not responsible for loss, damage, or delays during transit. Tracking and insurance are available upon request for an additional charge.
- Original artworks may not be resold, reproduced, or claimed as the work of anyone other than **Jess Eliza Arts**.

## 12. Prints & Products (via Printify / Etsy)

- Prints and products (including canvases, apparel, mugs, etc.) are **made-to-order** and fulfilled via a third-party print-on-demand service (Printify) through my Etsy shop.
- As items are produced to order, **all sales are final** unless the item arrives damaged, defective, or incorrect.
- Any issues must be reported within **7 days of delivery**, along with clear photographs.
- Slight variations in colour or appearance may occur due to screen settings and printing processes. These are not considered defects.

## 13. Usage Rights (Purchased Artwork)

- All purchased artwork is for **personal use only**.
- Buyers may not:
  - Claim the artwork as their own
  - Reproduce, resell, or use the artwork for commercial purposes without written permission
  - Repost artwork without clearly crediting **Jess Eliza Arts**
  - Pass off the artwork as the creation of another individual
- Any breach of these terms will be considered a violation of copyright.

---

## Section C: AI & Digital Protection

### 14. Artificial Intelligence (AI) Use & Restrictions

- All artwork created by **Jess Eliza Arts** is **entirely hand-drawn** and does **not** use generative AI in any form.
  - Commissioned artwork may **not** be uploaded, shared, used, or inputted into any AI system, dataset, generator, or training model — whether for personal, commercial, or experimental purposes.
  - Any unauthorised use of commissioned artwork in AI-related tools will be considered a **breach of contract and copyright**.
  - Jess Eliza Arts reserves the right to pursue appropriate legal action should this occur.
-