

Terms & Conditions

By confirming a commission or making a purchase from Jess Eliza Arts, you are agreeing to the following terms and 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, prior to delivery.
- Accepted payment methods include PayPal, Bank Transfer, and GoCardless (for payment plans).
- I offer payment plans across 3 to 6 months, 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 piece.
- If you choose to cancel after work has begun, you may be invoiced for the portion of the work already completed.
- If I must cancel the 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 will not be accommodated without additional charges and extended delivery time.
- Full redraws will only be considered under exceptional circumstances and at my discretion.

4. Turnaround Time

- Estimated start and completion dates will be provided when your booking is confirmed.
- Turnaround times vary depending on the complexity of the piece and my current workload.
- I will keep you informed throughout the process, and should any significant delays occur, I will notify you promptly with a revised timeline.

5. Usage Rights (Commissions)

- I retain full rights to all commissioned artwork, including the right to display it in my portfolio, social media, or for promotional use, with client consent.
- Clients are granted personal use rights only, such as displaying the work in their home or sharing it online (with credit).
- Commercial use (e.g., merchandise, branding, or resale) is not permitted without a separate commercial license agreement.

6. Communication

- Clear and timely communication is essential.
- If I do not receive a response to a draft or revision within 7 days, I reserve the right to proceed with the commission using my best professional judgment.

7. Artistic Freedom

- When you commission me, you are hiring me for my unique style and artistic interpretation.

- While I value your input, I ask for trust in my creative process to produce the best possible outcome.

8. Respectful Conduct

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

9. Commission Submission

- Unless your commission has been arranged through a collaborating business, all requests must be submitted via my official commission form.
- This process helps me stay organized and ensures that no details are missed during the booking and creation process.
- Any commissions submitted outside of the approved form (without prior agreement) may not be accepted.

10. Delivery & Shipping (Commissions)

- Once the finished artwork has been dispatched, I am not liable for any damage, loss, or delay that occurs during shipping.
- Tracking is available upon request for an additional charge. If you would prefer this option, please let me know at the time of final payment.
- Worldwide shipping is available but please be advised this may incur an extra charge.

Section B: Shop & Print Purchases

11. Original One-of-a-Kind Pieces

- All original artworks (such as pieces from my *Soul of the Wild Animal* collection) are sold as-is and are strictly non-refundable due to their unique nature.

- I take care to provide accurate photographs and descriptions so you know exactly what you are purchasing. Please review these carefully before completing your order.
- Once shipped, I am not liable for any damage, loss, or delay that occurs during transit. Tracking and insurance are available upon request for an additional charge.
- Originals may not be resold, copied, or passed off as the creation of anyone other than myself.

12. Prints & Products (via Printify/Etsy)

- All prints and products (such as prints, canvases, mugs, or apparel) are made-to-order and fulfilled through a third-party print-on-demand service (Printify) when purchased via my Etsy shop.
- As each item is produced to order, all sales are final unless the item arrives damaged, defective, or incorrect.
- If you receive a damaged or incorrect item, please contact me within 7 days of delivery with photographs of the issue. I will work with the printer to arrange a replacement where appropriate.
- Please note that slight variations in color or appearance may occur between what you see on-screen and the final printed product due to display settings and printing processes. These are not considered defects.

13. Usage Rights (Purchased Artwork)

- Whether original or printed, 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 and a commercial license.
 - Repost the artwork online without clearly crediting me (*Jess Eliza Arts*) as the original artist.
 - Pass off the artwork as the creation of another individual.

- Any violation of these terms will be considered a breach of copyright.