

Galeria Mentis Artist Terms & Conditions

Effective Date: June 2025

1. Introduction

These Terms & Conditions govern the relationship between Galeria Mentis Ltd ("the Gallery," "we," "us," or "our") and you ("the Artist," "you," or "your") regarding the listing, promotion, and sale of your artworks through Galeria Mentis online platform.

By submitting artwork and agreeing to these Terms, you confirm acceptance and understanding of your responsibilities as an Artist selling through Galeria Mentis.

2. Artwork Listing & Presentation

You warrant that all artwork submitted for sale is your original creation and that you hold all rights, including copyright and intellectual property rights, in the artwork.

You must supply each artwork with a Certificate of Authenticity (Galeria Mentis can provide certificates if needed).

Artwork details including title, dimensions, medium, and price must be accurate and up to date.

You grant Galeria Mentis a non-exclusive, worldwide, royalty-free license to use images of your artwork for promotional purposes including website, social media, newsletters, and marketing materials.

3. Pricing & Commission

The commission rate payable to Galeria Mentis on all sales (including original artworks, prints, and other art-related products) is 28.5% of the sale price.

You are responsible for factoring the commission and postage costs into your listed prices.

Galeria Mentis reserves the right to amend commission rates with at least 30 days' written notice to the Artist.

4. Exclusivity & Other Listings

We do not require exclusivity; however, if you list the same artwork for sale elsewhere, it must not be offered at a materially lower price than listed on Galeria Mentis.

You agree to notify Galeria Mentis immediately if your artwork is listed or sold elsewhere, to avoid conflicts and ensure pricing consistency.

If you plan to be unavailable for sale-related correspondence or shipping, you must notify us at least 24 hours in advance so your artwork can be marked unavailable.

5. Sales, Payment & Shipping

Upon sale notification, you must ship the artwork to the buyer within 3 working days using Royal Mail 1st Class Signed For Tracked service (or equivalent tracked, insured postal service).

Artwork must be packaged securely and labeled as fragile, ensuring it arrives in perfect condition.

You are responsible for insuring the package for the full sale value.

Payment to you will be made 14 days after the buyer confirms receipt of the artwork (or 14 days after sale if confirmation is not required or delayed).

Payment will be made by bank transfer to the details you provide.

If a buyer returns an artwork within the 7-day return window (see Shipping & Returns Policy), you acknowledge the return and agree to refund the purchase price accordingly.

6. Returns & Faulty Goods

You agree to accept returns where a buyer contacts Galeria Mentis within 7 calendar days of receipt to arrange a return in accordance with our Shipping & Returns Policy.

Buyers pay for return postage unless the artwork is faulty or damaged on arrival.

You must cooperate with any investigation or resolution regarding damaged or faulty artwork claims.

7. Communication & Availability

You must provide accurate and accessible contact details and respond promptly to any correspondence related to sales, shipping, or enquiries.

If you plan any period of unavailability longer than 24 hours (e.g., holidays), you must inform Galeria Mentis in advance so your artwork availability status can be managed.

You may add new artwork or remove existing artwork at any time, subject to a minimum of 30 days' notice for removals unless no longer available for sale.

8. Use of Artist Information & Promotion

You consent to Galeria Mentis using your name, biography, social media handles, and images of your artwork for promotional and marketing purposes.

Galeria Mentis reserves the right to write creatively about your work, tag your social media profiles, and feature you across our platforms.

9. Changes to Terms

Galeria Mentis reserves the right to amend these Terms with 30 days' written notice.

Should you disagree with changes, you may terminate your participation with 30 days' notice.

10. Termination

Either party may terminate this agreement with 30 days' written notice.

Upon termination, your artwork will be removed from the website and any outstanding payments settled according to these Terms.

11. Indemnity & Liability

You agree to indemnify and hold harmless Galeria Mentis against any claims arising from your breach of these Terms or infringement of third-party rights.

Galeria Mentis accepts no liability for loss or damage to artwork in transit once dispatched by the Artist, except where fault lies with the Gallery.

12. Governing Law & Jurisdiction

This Agreement is governed by the laws of England and Wales.

Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Contact

For all questions or notices related to these Terms, please contact galeriamentis@gmail.com

By listing your artwork with Galeria Mentis, you agree to these Artist Terms & Conditions.