

Terms and Conditions

Legal agreement for all site users.

This website is operated by Art Trading Services trading as Visual Artists Association (“VAA” “we”, “us”), a company limited by guarantee registered in the United Kingdom. Registered CHOLMONDELEY HOUSE, DEE HILLS PARK, CHESTER, CHESHIRE, UNITED KINGDOM, CH3 5AR. Registered Company number: 12003412.

Payment policy

1. Introduction VAA remains committed to ensuring proper and fair payment to those working in the industry, both within the company and across its programmes and operations.

2. Principles VAA is committed to ensuring that its team of permanent staff and its vibrant mix of freelance contributors, paid advisers and specialists, are treated fairly.

We treat artists as professional colleagues in everything we do together.

We involve artists in our governance (with two artists serving as advisors on our Board).

We give artists due profile in our advocacy, marketing and communications activity, involving and profiling them where possible and as appropriate.

We are committed to fair payment and terms for artists and arts freelancers and to advocating through all possible routes for adoption of fair payment and terms for artists across the visual arts sector.

Refund policy

Our refund policy for membership purchases. Our refund policy complies with the EU Distance Selling Directive (2000) and is part of UK law under the Consumer Protection Regulations (2000) that relate to distance selling. The law came into force in the year 2000 and applies to all UK-based transactions where the consumer doesn't meet the vendor. These regulations do not govern contracts between businesses.

Consumer rights

If you pay for a membership subscription to VAA, you have in accordance with the above law, a 7-day cooling-off period during which you have the right to cancel your subscription and receive a refund. You don't need to give a reason to cancel

your subscription. If you do decide to cancel within the 7 days, we will refund your payment within 30 days of your cancellation.

Refund conditions

Access to the VAA website is governed by a unique username and password. The username and password is part of a system which protects the security of the member's information and payments areas for membership renewal and will be deactivated if membership is cancelled.

No refund will be given if VAA has reason to believe that an individual has benefitted from being an VAA member by having access to member information, obtaining member discounts, registering for courses and programmes, receiving emails or publications.

VAA reserves the right to charge a handling fee (10% of the original fee).

How to cancel within 7 days of purchase

Should you wish to cancel your subscription within the 7-day cooling-off period, please email us hello@visual-artists.org

Refunds following cancellation

If you do cancel your subscription within the 7-day cooling-off period then we will refund your payment. If you paid by credit or debit card through our website, your refund will be made directly to your credit or debit card within 30 days of your cancellation. If you paid by any other means then your refund will be made by cheque, this will be posted to you within 30 days of your cancellation.

If you cancel your purchase after the 7-day cooling-off period then we will not refund your payment as it considered that the individual will have benefitted from being an VAA member by having access to site content and member information, obtaining member discounts, registering for events and participating in the networks, and receiving emails.

Legal agreement

Access to and use of this site (visual-artists.org) and related sites is provided by us subject to the following terms:

1. By using VAA sites you agree to be legally bound by these terms, which shall take effect immediately on your first use of VAA sites. If you do not agree to be legally bound by all the following terms please do not access and/or use VAA sites.

2. VAA may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by VAA. Your continued use of VAA sites after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

3. You must treat any password you have for use of VAA sites as confidential, and you must not disclose it to any third party. You are responsible for any use of the VAA sites (other than by our website administrators) using your login details, including your email address and password.

4. We may suspend access to VAA sites, or withdraw the VAA sites, at any time for any reason at our discretion, including for any maintenance or upgrading of VAA sites. From time to time, we may also restrict access to some parts of VAA sites, or the entire sites, to users who have registered with us ('registered users').

5. If you breach, or we reasonably suspect that you are in breach of, any of these Terms, we may immediately and without notice terminate your use of VAA sites, or any part of VAA sites.

6. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use a VAA sites content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any VAA sites

content except for your own personal, non-commercial use. Any other use of VAA content requires the prior written permission of VAA and (where necessary) its licensors.

7. You agree to use VAA sites only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of VAA sites. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within VAA, introducing any virus or other malware or causing any denial of service attack; or attempting to gain unauthorised access to VAA sites, the server on which the site is stored or any server, computer or database connected to the site.

Disclaimers and Limitation of Liability

8. VAA sites' content, including the information, names, images, pictures, logos and icons is provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9. Under no circumstances will VAA be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary loss or damage arising from the use of VAA sites.

10. VAA does not warrant that functions contained in VAA sites content will be uninterrupted or error free, that defects will be corrected, or that VAA sites or the server that makes it available are free of viruses or bugs.

If you breach these Terms of Use:

11. If you breach, or we reasonably suspect that you are in breach of, any of these Terms of use, we may immediately and without notice terminate your use of VAA sites, or any part of any VAA site.

12. If you fail to abide by these Terms of Use you will be sent an email which informs you why your contribution has been deleted, removed or edited. This mail will also include a warning that continuing to break the rules may result in action being taken against your account or accounts.

13. If you post or send offensive or inappropriate content to VAA sites, engage in any disruptive behaviour on VAA sites or social media, and VAA considers such behaviour to be serious and/or repeated, VAA may use whatever information that is available to it about you to stop any further such infringements. This may include informing your internet service provider about the infringement/s.

14. IP addresses of online computers used by online contributors are recorded to help enforce these actions.

These terms shall be governed by and interpreted in accordance with the laws of England and Wales.

Contacting us:

If you have any queries about these Terms of Use or any other aspect of VAA sites you can email, phone or write to our head office as below:

Visual Artists Association

CHOLMONDELEY HOUSE, DEE HILLS PARK, CHESTER, CHESHIRE,
UNITED KINGDOM, CH3 5AR Email: hello@visual-artists.org

Tel: 01244 952020

Updates: These Terms of Use were last updated on 13th July 2020