

**IF YOU PURCHASE YOU HAVE AGREED TO THESE TERMS:**

"Artist" in this policy refers to Tina O' Connell, Burren Arts, Mai Cottage, Ballyinsheen Mor, Lisdoonvarna, Co. Clare, Ireland.

**Policy Created: 31<sup>st</sup> May 2019**

**Note: This policy is based on the copyright laws outlined in IVARO – Irish Visual Artists Rights Organisation.**

**Copyright of the Artwork**

The "artist" maintains the copyright of the artwork even after the art work has been sold.

The "artist" can reproduce prints of the artwork even after the said artwork has been sold. The "artist" is allowed to use the image of the artwork for all public forums, mediums eg. facebook, instagram or exhibitions or to promote herself.

The copyright of an original art work remains with the "artist", even after the sale of the original art piece, these restrictions enable the "artist" to charge a fee or royalty for the subsequent reproduction of the work.

The artist is allowed to assign the copyright to the new owner of the work in a written contract.

The estate of the artist will control copyright for 70 years after the artists death, unless other arrangements were made during the artists lifetime.

***Commissioned work:***

The artwork that is commissioned once purchased the owner owns the artwork but the artist still maintains copyright to the artwork. So all rules above and below apply. The artist and the commissioner may decide to have a written contract that might include transfer of ownership of copyright to the commissioner.

***Portraits:***

Visual Art of Portraiture, the sitter/poser has no rights to the copyright of the artwork. If a person agrees to be photographed or sit for a portrait, then this has given the artist permission to do a portrait of the person/sitter. Even after the sale of the artwork, the sitter/poser has no rights to a percentage fee on the sale of the work. The sitter/poser has no rights to where and when the artwork might be shown in public or online.

The artwork is an artistic interpretation of the sitter/poser, unlike a photograph that is an image of the sitter/poser.

The artist may agree in writing to assign copyright of the artwork sitter/poser, but this is a separate agreement to a commissioned piece of work.

### ***Public Domain:***

It is also important to note just because an image of the artwork is publicly available online, does not mean that it is in the "public domain". Freely available does not mean its free to use. Original material on the internet is protected in much the same way as other types of media. Anyone posting images of the artwork on the internet must ensure that they have permission to do so, unless the use falls within a permitted exception.

### ***Exceptions:***

These exceptions are known as "**Fair Dealing**" and includes the following:

1. Research or Private study, provided the use does not prejudice the rights of the copyright owner.
2. Criticism or review, provided that the work is accompanied by an acknowledgement identifying the author and title of the work.
3. Reporting current events by broadcasting or film (does not apply to photographs)
4. Incidental inclusion, for eg. unintentionally featuring an artwork in the background of a televised news report.
5. Uniquely for visual arts, there is an exception for works of 3D art, such as sculptures, permanently situated in a public place. These may be photographed or reproduced in 2D without the permission of the artist, so long as the artist is sufficiently credited on any reproductions. This does not apply to other types of public art such as murals or paintings hanging in a public building.

### ***Moral Rights***

The moral rights of interest to "artists" are:

1. The Paternity Right, which is the right to be identified as the author of the work.
2. The Integrity Right, which is the right to prevent mutilation, distortion or other derogatory alteration of the work which would prejudice the artists reputation.
3. The Right of False Attribution, which is the artists right not to have a work falsely attributed to them.

### ***Shipping Costs***

Due to the varying sizes and weight of artwork and the amount of packaging required to ensure its safe delivery, the artist must provide a set fee for all postage and shipping costs. So, the price the buyer pays for shipping may not be the exact cost of the shipping, it may be more or less.