

## **Sale of your artwork**

You are the seller of your artwork; the RA introduces you to the buyer via the Summer Exhibition and receives a commission for providing the service. All arrangements for the payment of the balance of the purchase price and collection or delivery of the artwork are made between you and the buyer.

## **Deposit**

The buyer makes an offer to buy your artwork and pays a deposit to the RA in person, over the phone or via the RA website (if you've opted to sell your work online). Where the buyer is not present (i.e. is purchasing over the phone or online) the transaction is known as a Distance Sale and additional rules and regulations apply (please refer to the Terms and Conditions of Entry into the Summer Exhibition for full details). When the sale of your artwork is complete, the deposit becomes the RA's commission.

## **Customer Due Diligence**

The government has introduced new legislation that affects all art dealers, galleries and buyers. If a buyer purchases over £7000 worth of artwork at the Summer Exhibition over the course of 12 months, we are obliged to perform identity checks, similar to those made when an individual opens a bank account. For more information, please visit [royalacademy.org.uk/guidance](https://royalacademy.org.uk/guidance)

## **General Product Safety Regulations (GPSR)**

Due to new EU GPSR regulations, if you sell an artwork to a buyer in the EU or Northern Ireland, you are now required to appoint a product safety representative in those jurisdictions.

To enable you to comply with these regulations, the Royal Academy has arranged compliance coverage and appointed **Easy Access System Europe (EAS)**, a specialist in product safety compliance, to manage the process on your behalf.

If you make a sale to the EU or Northern Ireland, please take a moment to fill in the short online form. We will email you a link to this form shortly before the exhibition opens. It asks for some basic information about you and your artwork.

Once the form has been submitted, EAS will send you clear and easy-to-follow instructions on how to complete the compliance process and ensure that your products are legally compliant for sale to EU customers.

Please note that while the Royal Academy has arranged and paid for this service, the final responsibility for the safety of your product remains with you as the artist/seller.

## **Responding to the buyer**

When the RA informs you that an offer to purchase your artwork has been made, you should contact the buyer immediately to accept and give them the following

## Key Information:

- Your business name and contact details
- A description of the work
- The total price of the work, including all taxes
- Details of how to pay
- Details of the buyer's right to cancel (distance sales only)
- Delivery arrangements, including cost of delivery (if outside the UK)
- The timeframe for delivery/collection
- Your terms and conditions of sale
- Details of who pays the cost of return (distance sales only)

You should set out your agreement with the buyer in writing, by letter or email. If you are selling prints or casts from an edition that have not already been produced, or foresee that fulfilment will be delayed for any other reason (for example because your work is still exhibited in the Summer Exhibition), you must inform the buyer accordingly and obtain their agreement to the timeframe for delivery.

## Invoice

You must supply an invoice to the buyer. On your invoice, you should show the total price of the work, the amount owing, the cost of postage and packaging (if the buyer lives outside the UK) and, if you are registered for VAT, your VAT number, the price net of VAT and the amount of VAT being charged.

If you are VAT registered and sending your work overseas, you should show your VAT number, but issue the buyer with a zero-rated VAT invoice. (This does not apply if the buyer is collecting the work from the RA.)

If the buyer lives outside the UK, they are the importer of record so must complete a customs declaration and pay local import duties where they live. You can elect to take on the responsibility, but will then need to register and account for VAT in the buyer's country.

If you are based in the EU and selling a work from an edition of prints or sculptures to an EU buyer, you do not need to add UK VAT to your invoice, but must instead comply with EU VAT rules.

If you are based outside the UK and selling a work from an edition to a UK buyer, you must elect to be the importer of record and will need to complete a UK customs declaration form, pay UK duties and prepare UK VAT returns.

If you are based outside the UK and sell the work on display at the RA to a UK buyer, you must charge UK VAT and issue a VAT invoice as above. If you sell the exhibited work to a buyer located outside the UK, the work will be a zero-rated export from the UK. You must issue the buyer with a zero-rated VAT invoice.

## Right to withdraw

Before you have contacted the buyer and agreed to the sale, the buyer has a right to withdraw from the purchase.

## **Right to cancel (distance sales only)**

In addition, if the buyer has purchased your artwork by distance sale (by phone or online), they have a right to cancel their purchase at any time within fourteen days of receiving the artwork. Once they have informed you that they wish to cancel the purchase, the buyer has a further fourteen days to return the artwork to you.

You must tell the buyer about this right to cancel: if you do not, you could extend the period in which they can cancel their purchase for up to 12 months.

You must also tell the buyer if they will be responsible for paying for the return of your artwork. If you do not, you will be liable for the cost.

Once the artwork has been returned and you are satisfied that it is in good condition, you should refund the buyer and notify the RA, so that we can contact the buyer and return the deposit.

## **Refunds**

Please notify us straight away when you have agreed to refund a buyer.

If a buyer contacts us regarding a refund, we will check that you have released them from the sale before taking any action and refunding their deposit.

Once agreed, you should refund them within 14 days of their request.

## **Collection and delivery**

You will receive a Removal Order for any work on display in the Summer Exhibition. If you sell a work that is on display, you should sign the Removal Order and forward it to the buyer once you have been paid, so that they can collect the work at the end of the Exhibition (dates are shown on the card). You may wish to make separate arrangements with the buyer, or they may send someone to collect the work on their behalf, but we will only release the work in exchange for the signed Removal Order.

## **Shipping, Postage and Packaging**

For UK sales of unframed prints, you should have included postage and packaging in the retail price of the prints. For UK sales of any other work or, if the work is to be sent outside the UK, the delivery costs will be variable and you should reach an agreement with the buyer.

If you live in the UK and are sending your work overseas, please click on the below link for the latest government advice.

### **[www.gov.uk/export-goods](http://www.gov.uk/export-goods)**

If you live outside the UK and will be fulfilling your orders from your place of residence, you should factor the cost of international postage and packaging into the retail price of your unframed prints or casts, as the likelihood is that the buyer will be based in the UK.

You are responsible for the work until it is received by the buyer and, unless otherwise agreed, should deliver it within 30 days of accepting the offer to purchase your artwork. If you do not, or delivery is later than any agreed period, the buyer is entitled to cancel their order and ask for a refund.

It is recommended that you use a service that will track the delivery of your artwork.

## Wrapping for prints

We advise you to wrap your print with acid-free tissue paper, placing one sheet below and one on top of the work, before folding in the edges. Secure the tissue paper with masking tape so that the print does not slip or crumple. Use robust packaging and if the work is large, attach place holders to the packaging at the mid-way point of the edges. Secure the print to the inside of the packaging, ensuring that it does not move.

## Certificate of Authenticity and Further Information

It is a good idea to include a certificate of authenticity with your work when you send it to the buyer. We suggest including the following:

- Artist name:
- Title of work:
- Medium:
- Dimensions:
- Edition number:
- Price:
- Date of sale:
- Packing details:
- Display: *It is recommended that the print be displayed out of direct sunlight*