

DESIGNER & TRADE TERMS

Artist: Kimberley Day

For Interior Designers, Architects, Developers & Design Studios

Thank you for your interest in working with Kim Day Fine Arts. The following information outlines our standard arrangements for professional design projects, including original artwork, limited-edition prints and commissioned works. Individual project requirements can be discussed where necessary.

1. Working with Kim Day Fine Arts

Kim Day Fine Arts works directly with professional interior designers, architects, developers and design studios to supply original artwork, limited-edition prints and commissioned works for residential, hospitality and other professional projects. Trade access is intended for genuine professional design projects and is available at the discretion of Kim Day Fine Arts.

2. Trade Pricing

Artwork is priced publicly through the Kim Day Fine Arts website. Approved trade partners receive a unique, private discount code assigned specifically to their business. The code is entered at checkout and the agreed trade discount is automatically applied to eligible purchases. The trade code is confidential and must not be shared publicly or with third parties. Trade pricing is intended for professional project purchases and does not create any entitlement to credit or deferred payment.

3. Original Artwork

Original works are individually created artworks and are sold as unique pieces. Availability is shown on the Kim Day Fine Arts website or confirmed directly. The design studio/client must clearly confirm whether the artwork is required with or without a frame. Where additional framing is requested, the associated costs will be added to the order. Alternatively, the design studio/client may arrange framing and installation independently.

4. Limited-Edition Prints

Limited-edition prints are produced in a predetermined edition size, stated for each individual artwork. Each print is individually numbered within its edition. For example, an edition of 100 will consist of no more than 100 numbered prints. An approved trade partner may purchase up to 30 prints from a single edition, subject to availability. The edition size will not be increased once established. Artist proofs, where applicable, will be separately identified and will not form part of the numbered edition.

5. Commissioned Artwork

Kim Day Fine Arts welcomes commissioned artwork for professional design projects. Each commission is quoted individually according to size, materials, complexity, agreed creative brief and timeframe. A 50% deposit is required before work commences.

The remaining 50% balance is payable in full before dispatch. A commission may be cancelled within 48 hours of confirmation, provided work has not commenced. Once work has commenced, the deposit is non-refundable. Additional costs already incurred may also be payable where applicable.

The design studio may provide an agreed creative brief, including dimensions, colour palette, atmosphere or subject matter. Kim retains professional and artistic control over the finished work. Substantive changes to an agreed brief after work has commenced may affect cost and completion time. Commissioned work will not reproduce another artist's work or create an exact copy of a third-party artwork.

6. Orders & Payment

Payment in full is required before dispatch unless alternative terms have been expressly agreed in writing. Kim Day Fine Arts does not offer credit or standard deferred trade terms. Website purchases are paid at checkout using the private trade code. Commissions follow the payment terms set out above. An order is confirmed once payment, or the agreed commission deposit, has been received.

7. Cancellation

Standard artwork and print orders may be cancelled within 48 hours of purchase, provided the artwork has not already been dispatched. After 48 hours, cancellation will not ordinarily be accepted. **Commissioned artwork is subject to the cancellation terms in Section 5.** Any artwork arriving damaged or defective should be reported upon receipt of delivery, with photographic evidence where appropriate.

8. Final Balance & Dispatch

The final 50% balance must be received in full before the artwork is released for collection or shipment. The artwork will be professionally packaged by Kim Day Fine Arts and prepared appropriately for transport. The purchaser or design studio is responsible for all costs associated with the transportation and receipt of the artwork, including, but not limited to:

- shipping and transportation costs;
- transport insurance;
- import duties and tariffs;
- customs charges;
- destination-country taxes and VAT;
- brokerage, handling and clearance fees;
- storage or additional delivery charges arising from delays or failed delivery; and
- any other charges imposed by the carrier, customs authority or destination country.

Where Kim Day Fine Arts arranges the shipment, the applicable shipping and associated transport costs will be added to the total amount payable by the purchaser or design studio and must be paid in full before the artwork is released.

Where the purchaser or design studio appoints its own carrier or courier, it is responsible for arranging and paying for appropriate transport insurance covering the full value of the artwork from collection through to final delivery. The purchaser or design studio is also responsible for providing Kim Day Fine Arts with all necessary carrier, delivery and customs information and instructions within the required timeframe.

The purchaser or design studio is responsible for ensuring that all information supplied for shipping, customs and delivery is accurate and complete. Any additional costs, delays, storage charges, redelivery charges or other expenses arising from incorrect or incomplete information, failure to provide required documentation or failure to accept delivery will be the responsibility of the purchaser or design studio.

The purchaser or design studio is responsible for ensuring that the artwork can legally be imported into the destination country and for complying with all applicable customs, import and regulatory requirements.

Once the artwork has been collected by, or handed over to, a carrier appointed by the purchaser or design studio, responsibility for the shipment, including any loss or damage occurring during transit, rests with the purchaser or design studio and/or its appointed carrier, subject to the terms of the applicable transport insurance.

Kim Day Fine Arts is not responsible for delays, additional charges, customs decisions, import restrictions or other matters arising after the artwork has been released to the purchaser, design studio or its appointed carrier.

9. Framing & Installation

All artwork shipped outside of the UK will be supplied rolled and securely packaged in a protective tube.

Artwork is supplied unframed unless otherwise agreed in writing. The design studio or client is responsible for all framing, glazing, mounting and installation arrangements and associated costs. Kim Day Fine Arts accepts no responsibility for damage arising from framing, glazing, mounting, installation or handling carried out by third parties.

10. Copyright & Intellectual Property

Copyright in all artwork remains with Kim Day unless expressly transferred by a separate written agreement. Purchase of an original artwork or print transfers ownership of the physical artwork only. It does not transfer copyright, reproduction rights, licensing rights, merchandising rights or digital reproduction rights. The artwork may not be reproduced, copied, scanned, digitally altered for reproduction, used on merchandise or reproduced in another form without Kim's prior written permission.

11. Photography, Projects & Confidentiality

Copyright in all artwork remains with Kim Day unless expressly transferred by a separate written agreement. Purchase of an original artwork or print transfers ownership of the physical artwork only. It does not transfer copyright, reproduction rights, licensing rights, merchandising rights or digital reproduction rights. The artwork may not be reproduced, copied, scanned, digitally altered for reproduction, used on merchandise or reproduced in another form without Kim's prior written permission.

12. Availability & Lead Times

Availability and estimated lead times will be confirmed at the point of enquiry or purchase. Existing artwork and prints will be dispatched within the timeframe confirmed at purchase. Commissioned works will have an individually agreed production timeframe. Unless a specific delivery date has been agreed in writing, stated lead times are estimates and may be affected by circumstances outside Kim's reasonable control, including carrier delays and customs processing.

13. Trade Relationship

Trade access is granted to approved professional design businesses at the discretion of Kim Day Fine Arts. The private trade code is issued to the named business and must not be transferred to third parties or published publicly. For substantial multi-artwork projects, hospitality projects, exclusive collections or bespoke arrangements, Kim Day Fine Arts may agree separate project terms in writing.

14. Acceptance

Placement of an order constitutes acceptance of these Designer & Trade Terms. Where a separate written quotation or commission agreement has been issued, its specific terms will apply to that project and will take precedence where they differ from these general terms.

DESIGNER & TRADE ORDERING GUIDE

Artist: Kimberley Day

Designer & Trade Ordering Guide

For approved interior designers, architects, developers and design studios.

TRADE ACCESS

Approved trade partners receive a private discount code for eligible purchases. Enter the code at checkout on www.dayfinearts.com and the agreed trade discount will be applied automatically.

Trade Partner:

Private Trade:

Trade Discount:

ORIGINAL ARTWORK

Original artwork is available through the Kim Day Fine Arts website. Trade pricing is based on the published website price, less the agreed private trade discount. Artwork may be listed as framed or unframed; the website listing will specify the status of each piece. When placing an order, the design studio/client must clearly confirm whether the artwork is required with or without a frame. Where additional framing is requested, the associated costs will be added to the order. Alternatively, the design studio/client may arrange framing and installation independently.

LIMITED EDITION PRINTS

Limited editions are produced in predetermined quantities, with each print individually numbered. For example, an edition of 100 will comprise no more than 100 numbered prints. Trade partners may purchase an agreed quantity of prints from a single edition, subject to availability and prior agreement with Kim Day Fine Arts.

COMMISSIONS

Commissions are individually quoted. **Commissioned artwork is priced at 20% above the standard price of the equivalent artwork size listed on the website.** At 2026 prices, an original painting priced at £3,600 per m² would cost £4,320 per m² when commissioned. Prices are subject to change.

Any changes to the agreed brief or additional work or expenses may incur additional charges. These will be discussed and agreed in writing (email is sufficient) before proceeding.

A 50% deposit is payable before work commences, with the remaining 50% balance due before dispatch. Cancellations are accepted within 48 hours of booking, provided work has not commenced. Once work has commenced, the deposit is non-refundable.

SHIPPING / UK - USA & INTERNATIONAL

Kim Day Fine Arts professionally packages all artwork for transport. Shipping costs will be added to the total order cost or, alternatively, the purchaser may arrange collection. The purchaser/design studio is responsible for shipping costs, import duties, customs charges, destination-country taxes, brokerage and clearance fees, and any other applicable destination-country charges.

For full shipping terms and responsibilities, please refer to Section 8 of both the Commission Agreement and the Designer Trade Terms.

FRAMING & INSTALLATION

All artwork shipped outside of the UK will be supplied rolled and securely packaged in a protective tube.

Artwork is supplied unframed unless otherwise agreed in writing. The design studio or client is responsible for all framing, glazing, mounting and installation arrangements and associated costs. Kim Day Fine Arts accepts no responsibility for damage arising from framing, glazing, mounting, installation or handling carried out by third parties.

COPYRIGHT

Copyright remains with Kim Day. Purchase of the physical artwork does not transfer reproduction, licensing or other intellectual-property rights.

ORDERING

Originals & Prints: select the artwork → enter the private trade code → pay at checkout → Kim confirms dispatch/collection.

Commissions: submit project brief → receive quotation → pay 50% deposit → artwork is created → pay remaining 50% → artwork is packaged and prepared for collection/shipping.

CONTACT

Kim Day Fine Arts
www.dayfinearts.com
dayfinearts@gmail.com

9. Framing & Installation

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10. Copyright & Intellectual Property

Copyright in all artwork remains with Kim Day unless expressly transferred by a separate written agreement. Purchase of an original artwork or print transfers ownership of the physical artwork only. It does not transfer copyright, reproduction rights, licensing rights, merchandising rights or digital reproduction rights. The artwork may not be reproduced, copied, scanned, digitally altered for reproduction, used on merchandise or reproduced in another form without Kim's prior written permission.

11. Photography, Projects & Confidentiality

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12. Availability & Lead Times

Availability and estimated lead times will be confirmed at the point of enquiry or purchase. Existing artwork and prints will be dispatched within the timeframe confirmed at purchase. Commissioned works will have an individually agreed production timeframe. Unless a specific delivery date has been agreed in writing, stated lead times are estimates and may be affected by circumstances outside Kim's reasonable control, including carrier delays and customs processing.

13. Trade Relationship

Trade access is granted to approved professional design businesses at the discretion of Kim Day Fine Arts. The private trade code is issued to the named business and must not be transferred to third parties or published publicly. For substantial multi-artwork projects, hospitality projects, exclusive collections or bespoke arrangements, Kim Day Fine Arts may agree separate project terms in writing.

14. Acceptance

Placement of an order constitutes acceptance of these Designer & Trade Terms. Where a separate written quotation or commission agreement has been issued, its specific terms will apply to that project and will take precedence where they differ from these general terms.

COMMISSION AGREEMENT

Artist: Kimberley Day

For Commissioned Design Projects

This agreement sets out the terms for commissioned artwork created by Kim Day for an interior designer architect, developer, design studio or their client.

1. Project Details

Design Studio / Company: _____

Designer / Contact: _____

Project / Reference: _____

Client (if applicable): _____

Artwork / Commission Description: _____

Dimensions: _____

Materials / Medium: _____

Agreed Creative Brief: _____

Agreed Completion / Dispatch Target: _____

2. Quotation

The commission fee is based on the agreed size, materials, complexity, creative brief and timeframe. The final quotation is recorded below.

Commission Fee: £ _____

Shipping / Delivery: _____

Other Agreed Costs: _____

Total: _____

3. Payment

A 50% deposit is required before work commences. The deposit confirms the commission and secures the agreed production slot. The remaining 50% balance is payable in full before the completed artwork is dispatched. Kim Day Fine Arts does not offer credit or deferred payment terms unless expressly agreed in writing.

4. Cancellation

The commission may be cancelled within 48 hours of confirmation, provided work has not commenced. Once work has commenced, the 50% deposit is non-refundable. Where a commission is cancelled after work has commenced, any additional non-recoverable costs already incurred by Kim Day Fine Arts may also be payable.

5. Creative Brief & Artistic Control

The design studio or client may provide an agreed creative brief, including dimensions, colour palette, atmosphere, subject matter, references or other project requirements. The brief provides creative direction; it does not require Kim Day to reproduce another artist's work or create an exact copy of a third-party image or artwork. Kim Day retains professional and artistic control over the finished work and will interpret the agreed brief in her own artistic style.

Once work has commenced, substantive changes to the agreed brief may affect the commission fee and/or completion date. Any such changes will be discussed and agreed before additional work is undertaken.

6. Reference Material

Reference images supplied by the design studio or client must be owned by them, licensed for the intended use, or otherwise suitable for use as reference material. Kim Day will not knowingly reproduce copyrighted third-party artwork without permission. Reference material is used to inform the commission and does not transfer any rights in that material to Kim Day or the purchaser.

7. Approval & Finished Artwork

Where appropriate, Kim Day may provide progress information during the commission. Unless a specific approval stage has been agreed in writing, the finished artwork is not subject to a client approval or revision process. The finished work will be an original artwork and may contain natural variations in colour, texture, mark-making and finish arising from the artistic process and materials used.

8. Final Balance & Dispatch

The final 50% balance must be received in full before the artwork is released for collection or shipment.

The artwork will be professionally packaged by Kim Day Fine Arts and prepared appropriately for transport. The purchaser or design studio is responsible for all costs associated with the transportation and receipt of the artwork, including, but not limited to:

- shipping and transportation costs;
- transport insurance;
- import duties and tariffs;
- customs charges;
- destination-country taxes and VAT;
- brokerage, handling and clearance fees;
- storage or additional delivery charges arising from delays or failed delivery; and
- any other charges imposed by the carrier, customs authority or destination country.

8. Final Balance & Dispatch, Cont'd

Where Kim Day Fine Arts arranges the shipment, the applicable shipping and associated transport costs will be added to the total amount payable by the purchaser or design studio and must be paid in full before the artwork is released.

Where the purchaser or design studio appoints its own carrier or courier, it is responsible for arranging and paying for appropriate transport insurance covering the full value of the artwork from collection through to final delivery. The purchaser or design studio is also responsible for providing Kim Day Fine Arts with all necessary carrier, delivery and customs information and instructions within the required timeframe.

The purchaser or design studio is responsible for ensuring that all information supplied for shipping, customs and delivery is accurate and complete. Any additional costs, delays, storage charges, redelivery charges or other expenses arising from incorrect or incomplete information, failure to provide required documentation or failure to accept delivery will be the responsibility of the purchaser or design studio.

The purchaser or design studio is responsible for ensuring that the artwork can legally be imported into the destination country and for complying with all applicable customs, import and regulatory requirements.

Once the artwork has been collected by, or handed over to, a carrier appointed by the purchaser or design studio, responsibility for the shipment, including any loss or damage occurring during transit, rests with the purchaser or design studio and/or its appointed carrier, subject to the terms of the applicable transport insurance.

Kim Day Fine Arts is not responsible for delays, additional charges, customs decisions, import restrictions or other matters arising after the artwork has been released to the purchaser, design studio or its appointed carrier.

9. Artwork Supply, Framing & Installation

All artwork shipped outside of the UK will be supplied rolled and securely packaged in a protective tube. Artwork is supplied unframed unless otherwise agreed in writing. The design studio or client is responsible for all framing, glazing, mounting and installation arrangements and associated costs. **Kim Day Fine Arts accepts no responsibility for damage arising from framing, glazing, mounting, installation or handling carried out by third parties.**

10. Photography, Portfolio & Confidentiality

Kim Day Fine Arts may photograph the completed artwork and use images of the artwork for portfolio, website, social media, exhibition, press and professional marketing purposes. If the project is subject to an NDA, confidentiality agreement or publication embargo, the design studio must notify Kim Day in writing before photography or publication. Any agreed confidentiality requirement relating to the artwork will be respected for the agreed period.

11. Completion Dates

The agreed completion or dispatch date is an estimated production timeframe unless expressly stated as a guaranteed date in writing. Completion may be affected by changes to the brief, material availability, circumstances outside Kim Day Fine Arts’ reasonable control, or other factors affecting the production or shipping process.

12. Agreement

By signing below, the parties confirm that they have read and accepted the terms of this Commission Agreement and the quotation stated above. Where this agreement conflicts with Kim Day Fine Arts’ general Designer & Trade Terms, the specific terms of this Commission Agreement will apply to this commission.

Artist - Kimberley Day

Signature: _____

Date: _____

Design Studio / Client

Name: _____

Signature: _____

Date: _____