



Intellectual property and Copyright policy

Introduction

This Intellectual Property and Copyright policy outlines the rights and responsibilities of both the artist, Cheryl Evans, and clients in relation to the creation, sale, and use of Cheryl pet portraits. The aim is to ensure clarity, fairness, and legal protection for all parties involved.

1. Copyright Ownership

All commissioned Cheryl Pet Portraits are original works of art created by Cheryl Evans. Under the UK Copyright, Designs and Patents Act 1988, the copyright in each pet portrait remains the sole property of the artist, even after the physical artwork is sold or delivered. The artist retains full copyright ownership of each artwork, including but not limited to paintings, drawings, digital images, and prints, unless otherwise agreed in writing.

2. Permitted use for clients

Upon purchase, clients are granted a non-exclusive, non-transferable licence to display and enjoy the artwork for personal use only.

As the client, you are welcome to:

- Display the artwork in your home or personal space.
- Share photos of the artwork on social media (with credit to the artist).
- Gift the original artwork.
- Sell the original artwork.

3. Restricted Uses

You may **not**:

- Reproduce the artwork for commercial purposes (e.g. on merchandise, prints, or advertising).
- Sell or license the image to third parties.
- Alter the image or claim authorship.
- Use the image in any way that may harm the artist's reputation or misrepresent the work.

If you wish to use the artwork commercially, please contact the artist to discuss licensing options.



3. Artist's Rights

The artist retains the right to:

- Display the artwork in their marketing, portfolio, website, or social media.
- Use the image for promotional purposes (unless the client requests confidentiality in writing).
- Create prints or derivative works (unless the client has purchased exclusive rights).

4. Commissioned Portraits

The client understands and agrees that commissioning a pet portrait does not transfer copyright ownership to the client.

5. Exclusive Rights

If you would like to purchase **exclusive rights** to the portrait (meaning the artist will not reproduce or use it elsewhere), this must be agreed upon in writing and will incur an additional fee.

6. Third Party Materials

Where reference images or materials are provided by the client, the client affirms they have the right to use and share these materials with the artist. The artist is not liable for copyright infringement claims resulting from unauthorised use of third party materials supplied by the client.

7. Breach of Policy

Any unauthorised reproduction, distribution, or commercial use of the artist's pet portraits constitutes a breach of copyright and may result in legal action.

8. Amendments

This policy may be updated from time to time to reflect changes in law or business practice. The latest version will be made available to clients upon request.

9. Contact

For questions regarding this policy, copyright matters, or requests for commercial use, please contact the artist directly.