Rusticmania – Commission Terms & Conditions

These terms apply to commissions undertaken by Rusticmania / Roger Coolbear. They are intended to make the commissioning process clear and fair for both the client and the artist.

By accepting a quotation and paying the requested booking payment or deposit, the client confirms acceptance of these terms and of the scope of work described in the quotation.

Nothing in these terms affects a client's statutory rights.

1. The Commission

Every Rusticmania sculpture is individually designed and created. The agreed quotation will normally describe the subject, approximate size, materials, location where relevant, and any significant features forming part of the commission.

Unless specifically agreed otherwise, sculptures are original artistic interpretations rather than exact reproductions of photographs, drawings or other artwork.

2. Designs & Artistic Interpretation

Sketches, digital concepts, photographs, drawings and other design material are intended to establish the overall character and direction of a commission. They are not exact technical representations of the finished sculpture.

Timber is an irregular three-dimensional natural material. Its grain, shape, knots, cracks, cavities, structural characteristics and other features may only become fully apparent as carving progresses.

I therefore retain reasonable artistic discretion to adapt proportions, positioning, detailing and other aspects of the design where necessary to work successfully with the material and create the strongest finished sculpture.

The finished work will follow the agreed subject and overall concept, but reasonable differences between the initial design and finished sculpture are an inherent part of commissioning an original handmade artwork.

If circumstances require a substantial change to the agreed concept, I will discuss this with the client before proceeding wherever reasonably possible.

3. Booking Payments, Deposits & Staged Payments

A booking payment or deposit will normally be required before design, preparation, material purchasing or carving begins.

The quotation will state the amount required and, for larger commissions, may provide for staged payments as the work progresses.

These payments allow time to be allocated to the commission and contribute towards design work, materials, preparation and work already undertaken.

Where a client cancels a commission, any amount retained by Rusticmania will reflect work already undertaken, materials or other costs reasonably committed to the commission, and other direct losses arising from the cancellation. Any balance that is not reasonably required to cover those losses will be returned where applicable.

This does not affect any cancellation rights that apply by law.

4. Working Times & Completion Dates

Creating sculpture from solid timber is not an instantaneous or continuous process.

I normally have several commissions and projects in progress at the same time. Paying a deposit secures a place within my working schedule but does not mean that I will work exclusively or continuously on that commission until completion.

A sculpture may require periods of rest between carving stages to allow timber to season, dry and move before final detailing and finishing. Work may also be affected by weather, material availability, site conditions, other scheduled commissions and events, illness or circumstances outside my reasonable control.

Unless a fixed completion date has been specifically agreed in writing, completion dates are estimates rather than guarantees.

I will nevertheless keep clients reasonably informed of significant changes to an anticipated timescale.

5. Work in Progress

Where practical, I may provide photographs or updates showing a commission during its creation.

These are provided as a courtesy and show an unfinished sculpture at a particular stage of its development. They should not be treated as representing the appearance, condition or quality of the finished artwork.

A sculpture can change substantially during carving, drying, detailing, crack treatment, colouring and finishing.

Natural cracks or unfinished surfaces visible in progress photographs therefore do not necessarily indicate a problem with the finished sculpture.

6. Client-Requested Changes

I am happy to discuss reasonable adjustments while a commission is being developed.

Minor alterations may sometimes be possible without affecting the agreed price.

Where a requested alteration changes the agreed design, requires additional materials, involves substantial additional work, or requires completed work to be altered or remade, I will advise the client of any additional cost before carrying out that work.

Additional chargeable work will only proceed once the revised cost has been accepted.

Once work has reached a stage where a requested alteration would be impractical, structurally inappropriate or risk damaging the sculpture, I may advise that the change cannot reasonably be made.

7. Natural Timber

Wood is a natural material. Grain variation, knots, colour variation, bark inclusions, checks, cracks, movement and other natural characteristics are part of working with solid timber.

Timber continues to gain and lose moisture in response to its environment. Consequently, some movement should be expected throughout the life of a wooden sculpture.

Carving also exposes fresh timber and increases the surface area from which moisture can escape. This can accelerate drying and cause cracks to appear or existing checks to change during the creation of a sculpture.

Some cracks may subsequently reduce or close as environmental conditions change.

Normal timber movement and natural checking do not in themselves mean that a sculpture is defective.

8. Studio & Freestanding Sculptures – Initial Aftercare

Freestanding timber sculptures produced from material selected or supplied by Rusticmania include an 18-month initial aftercare period, unless otherwise stated in the quotation.

Where appropriate, this may include an inspection, a further protective oil treatment and remedial work to significant drying cracks that I consider would benefit from attention.

This additional aftercare is provided alongside, and does not replace or restrict, the client's statutory rights.

Solid timber may continue to move beyond 18 months and no guarantee is made that timber will cease moving or developing natural checks after that period.

9. Cracks & Remedial Work

Minor checking is an expected characteristic of solid timber sculpture and will not normally require repair.

As a general guide, cracks approximately 3 mm wide or less will not normally require remedial work unless their position materially affects an important feature or detail of the sculpture.

A smaller crack through an eye, face or other significant detail may therefore warrant attention where a similar crack elsewhere would simply form part of the natural character of the timber.

Larger cracks will be assessed individually according to their width, depth, position and effect upon the appearance or integrity of the sculpture.

Whether remedial work is appropriate will be determined by Rusticmania using professional judgement and taking account of the sculpture, timber and location.

Repairs will not normally be undertaken immediately after a crack appears. Premature filling can fail as the timber continues to expand and contract.

Where remedial work is appropriate under the initial aftercare arrangements, it will normally be considered at or around the 18-month stage, after substantial initial seasoning and acclimatisation have taken place.

The actual work may need to wait until suitable warm and dry conditions, commonly during late summer or early autumn, when the timber has a suitably low moisture content. The precise timing will therefore be determined by timber and weather conditions rather than solely by the calendar.

10. Indoor & Outdoor Locations

The client must tell me before work begins whether a sculpture is intended primarily for indoor or outdoor display.

Timber selection, preparation, construction and finishing may differ according to its intended environment.

A sculpture created for outdoor display should not subsequently be moved permanently into a centrally heated indoor environment without first seeking advice. Rapid drying caused by indoor heating can substantially increase shrinkage, checking and cracking.

Similarly, a sculpture intended for indoor use should not be placed outdoors unless it has been assessed and appropriately prepared for external conditions.

Additional movement or deterioration resulting from keeping a sculpture in an environment substantially different from that agreed when commissioned may fall outside Rusticmania's complimentary aftercare arrangements.

11. Tree & Stump Carvings

A sculpture carved into an existing standing tree, stump or client-supplied timber is different from a freestanding studio sculpture.

The timber belongs to and is supplied by the client and may contain pre-existing or hidden characteristics including decay, fungal activity, cavities, cracks, old wounds, embedded metal, foreign objects or structural weaknesses.

While I will assess the timber as reasonably as possible before and during carving, not every internal defect can be identified beforehand.

The client remains responsible for the underlying tree or stump, including its general condition and structural suitability.

Natural cracking of an existing tree or stump is expected and crack repair is not included within the 18-month studio-sculpture aftercare arrangement.

Where significant hidden defects are discovered that affect the feasibility, safety or design of the commission, I will discuss the available options with the client before continuing where reasonably practicable.

Nothing in this section excludes responsibility for work that I am legally required to perform with reasonable care and skill. UK consumer law requires services supplied to consumers to meet that standard.

12. Hidden Metal & Other Hazards

Existing trees and reclaimed timber can contain nails, screws, fencing, wire and other hidden objects.

The client should tell me about any known embedded metal, previous fixings or other hazards before work begins.

Where previously unknown objects or conditions cause substantial additional work, specialist assistance or damage to consumable equipment, any necessary additional costs will be discussed with the client before further chargeable work proceeds.

13. Site Access & Preparation

For on-site commissions, the client is responsible for providing reasonable and safe access to the agreed working area and for disclosing known site hazards.

Any tree surgery, scaffolding, lifting equipment, ground preparation, power supply or other site requirements will be agreed before work begins where applicable.

Delays caused by unavailable access, unfinished preparatory work, unsafe conditions or third parties may require the work to be rescheduled.

Any additional costs resulting from client-requested changes or circumstances outside the agreed scope will be discussed before they are incurred wherever reasonably possible.

14. Weather & Outdoor Working

Outdoor carving and installation may be affected by high winds, heavy rain, extreme heat or other conditions that make work unsafe or unsuitable.

Safety and the quality of the finished work take priority over an estimated schedule.

Where weather causes a reasonable delay, the commission will be rescheduled as soon as practicable.

15. Delivery, Installation & Collection

Delivery and installation arrangements will be stated in the quotation where they form part of the commission.

Where the client arranges collection or installation independently, responsibility for appropriate transport, handling and installation passes to the client or their appointed contractor as applicable.

Large sculptures can be extremely heavy and should not be moved or installed without appropriate equipment and competent assistance.

16. Final Payment & Ownership

The final payment becomes due at the stage specified in the quotation.

For studio and freestanding sculptures, ownership of the sculpture remains with Rusticmania until the agreed price and any approved additional charges have been paid in full.

The sculpture should not be collected, delivered or transferred to the client until payment arrangements have been completed unless otherwise agreed in writing.

For on-site work and public commissions, the quotation or project agreement may specify a different staged-payment and ownership arrangement appropriate to the project.

17. Cancellation by the Client

If a client wishes to cancel a commission, they should contact me as soon as possible.

Any amount payable or retained following cancellation will be calculated fairly, taking account of work already undertaken, materials purchased or committed specifically for the commission and direct losses resulting from the cancellation, while also taking reasonable steps to reduce those losses where possible.

A client will not automatically lose all advance payments merely because a commission is cancelled.

For genuinely bespoke or personalised goods, statutory cancellation rights may differ from those applying to ordinary online purchases. Government guidance notes that genuinely made-to-specification or personalised items can fall outside the usual change-of-mind cancellation right, although whether something is genuinely bespoke depends on the circumstances.

Nothing in these terms removes any cancellation or refund right that the client has by law.

18. Cancellation or Delay by Rusticmania

Very occasionally, illness, injury, material failure or another significant circumstance may prevent me from completing a commission as originally planned.

If this happens, I will discuss reasonable alternatives with the client, which may include rescheduling, adapting the project or cancellation.

If Rusticmania cancels a commission for reasons that are not the client's fault and cannot provide the agreed work, the client will receive any refund to which they are legally entitled. Consumer-contract guidance cautions against terms allowing a trader to cancel while retaining payment for work or benefit not supplied.

19. Client Communication

Clients should provide current contact details and respond within a reasonable period where approval, information, access or another decision is required for the commission to progress.

If a client becomes uncontactable, work may be paused until contact is re-established.

Where a prolonged lack of communication materially affects the project or schedule, I will make reasonable attempts to contact the client before deciding how the commission should proceed.

20. Care & Maintenance

Outdoor timber sculpture requires appropriate care and maintenance.

Clients should read the separate Rusticmania Sculpture Care & Maintenance Guide, which explains natural timber movement, protective finishes, environmental considerations and recommended inspection and maintenance.

Depending upon timber species and location, I may use penetrating wood preservatives and/or protective finishes such as Osmo UV-Protection Oil Extra 420.

Substantial outdoor sculptures should generally be inspected periodically, and ongoing maintenance can be arranged with Rusticmania as a chargeable service.

21. Photography, Film & Promotion

Unless confidentiality has been specifically agreed beforehand, Rusticmania may photograph or film the creation and finished appearance of commissioned work and may use those images for portfolio, website, social-media, exhibition, editorial and promotional purposes.

Where a sculpture is installed at a private residence, I will take reasonable care not to publish private information such as the client's address without permission.

Clients who require confidentiality before an unveiling, gift date or other event should discuss this with me in advance.

22. Designs & Intellectual Property

Unless otherwise specifically agreed in writing, copyright and intellectual-property rights in Rusticmania's original sketches, concepts, designs, photographs and artistic work remain with Rusticmania/Roger Coolbear.

Purchasing a sculpture does not automatically transfer copyright in the design.

Clients are welcome to photograph and enjoy their sculpture for normal personal purposes.

Commercial reproduction, manufacture or exploitation of a Rusticmania design requires prior agreement.

23. Statutory Rights

These terms are intended to explain the particular characteristics of commissioning original sculpture and working with natural timber. They do not remove or restrict rights that cannot lawfully be excluded.

For consumer clients, goods must meet the applicable statutory standards and services must be performed with reasonable care and skill.

If a problem arises, I would always prefer the client to contact me first so that we can understand the issue and, where appropriate, agree a reasonable solution.

24. Acceptance of These Terms

These Terms & Conditions should be read together with the individual quotation and, where relevant, the Sculpture Care & Maintenance Guide.

Where the quotation contains project-specific terms, those terms form part of the agreement.

By accepting a quotation and paying the requested booking payment or deposit, the client confirms that they have read and accepted these Terms & Conditions.