



## T E R M S A N D C O N D I T I O N S

### Credits/Moral Rights

1. The Client shall ensure the Illustrator is credited in any editorial and non-editorial use of the Artwork and/or Commission. The Illustrator does not give permission for the Artwork and/or Commission (whether paid for or not) to be used for any type of unsolicited purpose that is pornographic, abusive (ie. human/animal rights), immoral and/or illegal.
2. All forms of communication between the Illustrator and the Client with regards to the Artwork and/or Commission will be executed through electronic mail, unless otherwise agreed. Should communication extend beyond the form of electronic mail (ie. video calls, audio calls, face-to-face meetings, etc.), the Illustrator holds the right to record the minutes of said form of communication.
3. The Illustrator will not tolerate any form of abuse.

### Confidentiality

4. Confidentiality between the Illustrator and the Client or the Client's customer (where the Client is acting as an intermediary) with regards to the Artwork and/or Commission will not be breached throughout the duration of the Brief, unless otherwise agreed.

### Payment

5. A downpayment, determined by the Illustrator, will be made by the Client to the Illustrator once the Artwork and/or Commission has been agreed upon, before its commencement. Subsequent installed payments may be required depending on the nature of the Artwork and/or Commission. Upon completion, the Artwork and/or Commission will be released to the Client once all final payments are made to the Illustrator.
6. Invoices which require different payment deadlines, or no deadline at all, are clearly labelled as such.
7. Should an invoiced payment not be fully received within its relative deadline, late fees will be applied to the amount due. The Illustrator will send the Client either or both of the following, dependent on the amount due: (Penalty Invoice Type 1) an initial set of customary reminders - the amount due being increased by 20 CHF for the first reminder, 30 CHF for the second reminder and 50 CHF for the final demand for payment, all within an additional 30 days; (Penalty Invoice Type 2) monthly invoices of an accruing 5% interest fee. Late fees will continue to be charged until all payments are made to the Illustrator.
8. The Client shall pay any exchange rates/currency fees for all invoices.

### Ownership of Copyright/Copyright Licence

9. The copyright of existing Artwork and/or Artwork commissioned (but not purchased) by the Client shall be retained by the Illustrator. The copyright of existing Artwork and/or Artwork commissioned and purchased by the Client shall be respectfully shared between the Client and the Illustrator (open to discussion).
10. The Client or the Client's customer (where the Client is acting as an intermediary) is granted a licence to reproduce the Artwork and/or Commission solely for the purposes set out on the face of this acceptance of commission. If the acceptance of commission is silent, the Client or the Client's customer is granted an exclusive licence for one time use only.
11. During the currency of the licence the Illustrator shall notify the Client of any proposed exploitation of the Artwork and/or Commission for purposes other than self-promotion and the Client shall have the right to make reasonable objections if such exploitation is likely to be detrimental to the business of the Client or the Client's customer.

12. Where use of the Artwork and/or Commission is restricted, the Illustrator will nominally grant the Client or the Client's customer a licence for use for other purposes subject to payment of a further fee in line with current licensing rates to be mutually agreed between the Illustrator and Client.

13. The licence hereby granted to use the Artwork and/or Commission is contingent upon the Illustrator having received payment in full of all monies due to her and no reproduction or publication rights are granted unless and until all sums due under this Agreement have been paid.

14. The licence hereby granted is personal to the Client or the Client's customer (where the Client is acting as an intermediary) and the rights may not be assigned or sub-licensed to third parties without the Illustrator's consent.

#### Ownership of Artwork

15. The Illustrator shall retain original ownership of all Artwork and/or Commissions (including roughs and other materials) delivered to and/or purchased by the Client. Should the Client cease impending payment(s) before the completion of the Artwork and/or Commission in question, all incomplete work made by the Illustrator remains the sole property of the Illustrator.

16. The Illustrator's original Artwork and/or Commission shall not be intentionally destroyed, damaged, altered, retouched, modified or changed in any way whatsoever without the written consent of the Illustrator.

#### Warranties

17. Except where the Artwork and/or Commission is based on reference material or visuals supplied by the Client or where otherwise agreed, the Illustrator warrants that the Artwork and/or Commission is original and does not infringe any existing copyright and further warrants that she has not used the Artwork and/or Commission elsewhere.

18. The Client warrants that any necessary permissions have been obtained for the agreed use of reference material or visuals supplied by the Client or its customer and shall indemnify the Illustrator against any and all claims and expenses including reasonable legal fees arising from the Illustrator's use of any materials provided by the Client or its customer.

#### Changes

19. If the Client changes the Brief and requires subsequent changes, additions or variations, the Illustrator may require additional consideration and payment for such Artwork and/or Commission. The Illustrator may refuse to carry out changes, additions or variations which substantially change the nature of the Artwork and/or Commission.

#### Delivery

20. The Illustrator shall use her best endeavours to deliver the Artwork and/or Commission to the Client by the agreed date (if applicable) and shall notify the Client of any anticipated delay at the first opportunity in which case the Client may (unless the delay is the fault of the Client) make time of the essence and cancel the Artwork and/or Commission without further payment in the event of the Illustrator failing to meet the agreed date (if applicable).

21. The Illustrator shall not be liable for any consequential loss or damages arising from late delivery of the Artwork and/or Commission.

22. The Client shall make an immediate objection upon delivery if the Artwork and/or Commission is not in accordance with the Brief. If such objection is not received by the Illustrator within 1 day of face-to-face delivery, 3 days of digital delivery and/or 21 days of postal delivery, it shall be conclusively presumed that the Artwork and/or Commission is acceptable.

#### Samples

23. Unless otherwise agreed, the Illustrator shall be entitled to receive no less than three proofs and/or printed copies of the Artwork and/or Commission.

Thank you kindly.