

TERMS AND CONDITIONS

1. The copyright in artwork commissioned by the Client shall be retained by the Illustrator.
2. The artwork is not to be used for commercial, promotion, advertising, or business unless explicitly discussed before commission of the artwork.
3. The license hereby granted to use the artwork is contingent upon the Illustrator having received payment in full of all monies due to her/him and no reproduction or publication rights are granted unless and until all sums due under this Agreement have been paid.
4. The license 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.

Payment

5. The Client shall pay all invoices upon receipt, and before any work on the project begins, or final files are released.

Cancellation

6. If a commission is cancelled by the Client through no fault of the Illustrator, the Client shall lose their 50% deposit.
7. In the event of cancellation, ownership of all rights granted under this Agreement shall revert to the Illustrator unless the artwork is based on the Client's visual or otherwise agreed.

Delivery

8. The Illustrator shall use her/his best endeavours to deliver the artwork to the Client by the agreed date. The Client shall undertake to provide feedback to the Illustrator, when required, and within a reasonable period of time, in order to mitigate any potential delays.
9. The Illustrator shall not be liable for any consequential loss or damages arising from late delivery of the artwork.
10. The Client shall make an immediate objection upon delivery if the artwork is not in accordance with the brief. If such objection is not received by the Illustrator, it shall be conclusively presumed that the artwork is acceptable.

Changes

11. If the Client changes the brief and requires subsequent changes, additions or variations, the Illustrator may require additional payment for such work. The Illustrator may refuse to carry out changes, additions or variations which substantially change the nature of the commission.

12. No distortion or cropping shall be made to the reproduced image without prior notice to or consultation with the Illustrator.

Ownership of artwork

13. The Illustrator shall retain ownership of all artwork, including sketches, delivered to the Client.

14. The Illustrator's original artwork shall not be intentionally altered, retouched, modified or changed in any way whatsoever without the written consent of the Illustrator.

Credits/Moral rights

15. The Client shall ensure the Illustrator is credited in any editorial use of the artwork. Credits for non-editorial use are not required unless so indicated on the front of the form.

16. The Illustrator hereby waives the right to injunctive relief for breaches of the right of integrity and the right of paternity.