



## 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 Artist is credited in any editorial and non-editorial use of the Artwork and/or Commission. The Artist 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/non-human animal rights), immoral and/or illegal.
2. All forms of communication between the Artist and the Client with regards to the Artwork and/or Commission will be executed through electronic mail (email), unless otherwise agreed. Should communication extend beyond the form of email (ie. video calls, audio calls, face-to-face meetings, etc.), the Artist still holds the right to charge for and record the minutes of said form of communication. The Artist's email may be found on the Contact section of her website, **[www.theburrowofbells.com](http://www.theburrowofbells.com)**.
3. The Artist will not tolerate any form of abuse.

### Confidentiality

4. Confidentiality between the Artist 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. The Artist's rate/s is/are set and will not be adjusted for the Client's convenience.
6. A downpayment, determined by the Artist, will be made by the Client to the Artist 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 Artist.
7. Administrative fees apply, to be determined by the Artist, and are clearly stipulated within invoices.
8. Invoices which require different payment deadlines, or no deadline at all, are clearly labelled as such.
9. Should an invoiced payment not be fully received within its relative deadline, late fees will be applied to the amount due. The Artist 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 (Swiss francs) 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 Artist. Note that during any point in time, the Artist has the option of filing a *Debt Collection Request* with the Swiss courts.
10. The purchase of a Tattoo Ticket (30 CHF) grants the Client permission (or in other words, a licence) to have an illustration tattooed onto their body by a tattoo artist of their choice. The purchase of a Tattoo Ticket does not result in the receipt of a physical item from the Artist. The quantity of Tattoo Tickets purchased from the Artist equates the quantity of licences granted.
11. The Client shall pay any exchange rates/currency fees for all invoices/transactions.

### Ownership of Copyright/Copyright Licence

12. The copyright of existing Artwork and/or Artwork commissioned (but not purchased) by the Client shall be retained by the Artist. The copyright of existing Artwork and/or Artwork commissioned and purchased by the Client shall be respectfully shared between the Client and the Artist (open to discussion).

13. 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.
14. During the currency of the licence the Artist 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.
15. Where use of the Artwork and/or Commission is restricted, the Artist 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 licencing rates to be mutually agreed between the Artist and the Client.
16. The licence hereby granted to use the Artwork and/or Commission is contingent upon the Artist 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.
17. 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 Artist's consent.

#### Ownership of Artwork

18. The Artist 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 Artist remains the sole property of the Artist.
19. The Artist'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 Artist.

#### Warranties

20. Except where the Artwork and/or Commission is based on reference material or visuals supplied by the Client or where otherwise agreed, the Artist 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.
21. 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 Artist against any and all claims and expenses including reasonable legal fees arising from the Artist's use of any materials provided by the Client or its customer.

#### Changes

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

#### Delivery

23. In the case of digital delivery, the Artist 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 Artist failing to meet the agreed date (if applicable).
24. In the case of physical delivery, the Artist shall not be liable for the integrity and/or delivery time (if applicable) of the Artwork and/or Commission once it is posted via the delivery service of choice.

#### Returns and Refunds

25. The Artist does accept returns of and offers refunds on the physical receipt of an original Artwork and/or Commission if said Artwork and/or Commission is returned to the Artist intact. Return postage fees and customs fees are the Client's responsibility and will be deducted accordingly from the final refund made to the Client.
26. The Artist does not accept returns of or offers refunds on the physical receipt of a print or the digital receipt of an Artwork and/or Commission.

#### Samples

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

Thank you kindly.