

THE ARTWORKS

Other Terms and Conditions

- The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide.
- Unless otherwise agreed in writing, the Client (including its employees and subcontractors) must not modify the Artwork in any way, nor use any illustrations, photographs or any graphics in alternative formats, media or extracts not specifically included in the Licensed Rights.
- Any loss, damage or alteration to the Artwork whilst in the possession or control of the Client will be charged at a fee not less than the Fee.
- Ownership of the Artwork remains with the artist.
- The Client may not sub-licence the Artwork to third parties without the prior written consent of the Artist.
- Unless otherwise agreed in writing, the Client agrees that it will not instruct third parties to produce artwork which is the same as or similar to the Artwork.
- If the Contract is terminated prior to acceptance of the Artwork the following percentages of the Fee will be payable:
 - 50% after delivery of colour visual;
 - 75% after delivery of any subsequent revised illustration rough;
 - 100% on delivery of the finished artwork; or pro rata if at an intermediate stage.
- Notwithstanding the above, 100% of the Fee will be payable if:
 - the Client uses the Artwork for the purpose set out in the Job Description; or
 - the Artist has correctly followed the Job Description and the work is consistent with that of the Artist's portfolio, and with that shown to the Client.
- The Client acknowledges that rejection is not permitted on the basis of style or composition.