

Andrew BYLO
artist & illustrator
ARTIST CLIENT AGREEMENT

To: [Client name] [address] (Client)

I AM PLEASED TO ACCEPT YOUR COMMISSION FOR ARTWORK AS FOLLOWS:

Work [eg: Full/Half day drawing at wedding/event as briefed]:

Client (contact name):

Email:

Tel.

Delivery Schedule ("Deliverables"):

Sale of <#> original artworks:

due by:

72dpi files for use on Social Networks:

due by:

Social Networks Licence start date: date of delivery as above

Fee (exclusive of VAT): £

Expenses (if applicable): £

TERMS OF LICENCE TO BE GRANTED

Exclusive

Territory: Worldwide

Term: For the term of copyright starting from the above delivery date

Usage/Rights: Usage on Social Networks only

Credits: A credit for use on Social Networks is required (see Clause 17)

Special Terms (if any):

The Standard Terms and Conditions for this commission and for the later licensing of any rights are shown on the back of this page. Please review them together with the above and let me know immediately but not later than a week from receipt of the Artist Client Agreement form if you have any objection or queries. Otherwise it will be understood that you have accepted them. It is not possible to vary the terms of this agreement after your acceptance without my written consent.

Signature of Artist:

Date:

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE REVERSE SIDE

49 Manor Road, Scarborough YO12 7RY

TERMS & CONDITIONS

Ownership of artwork and copyright licence:

1. The copyright in the Work shall be retained by the Artist.
2. The Client is deemed to have accepted these terms and conditions if it does not object within one calendar week of receiving the Artist Client Agreement form.
3. The Client shall own the original Artwork and is granted a licence solely as specified and for the usages set out on the face of the Artist Client Agreement form.
4. For the avoidance of doubt, the Artist shall have the right to use the Work and Artwork for the purpose of self-promotion, including photos of the artist at work during the event that features their work, unless both parties agree otherwise in writing.
5. The Agreement is conditional upon the Artist having received payment in full of all monies due.
6. The Agreement is personal to the Client and the rights may not be assigned or sub-licensed to any third parties without the Artist's prior written consent.
7. The Client accepts that the use of the Work and Artwork is restricted as specified in the Artist Client Agreement form. Further use of the Work or Artwork is subject to an additional licence to be granted by the Artist. Both parties shall negotiate the terms of the additional licence in good faith.

Payment:

8. Unless stated otherwise in this Agreement, the Fee is payable in Pound Sterling, inclusive of all the Artist's expenses and preparation time.
9. The client shall pay a 20% non-refundable payment on receipt of the contract which will secure the booking. (It is transferable to a different date, depending on the availability of each party). The full balance must be paid no later than 7 days before the event date. The Artist reserves the right to charge interest at the annual rate of 8% above the Bank of England base rate for the time being, to accrue daily from the due date until payment is received.

Cancellation:

10. If the commission is cancelled by the client, a cancellation fee shall be due as follows:
 - a) 20% of the agreed fee if cancelled more than 3 months before the event.
 - b) 35% of the agreed fee if cancelled less than a month before the event.
 - c) 50% of the agreed fee if cancelled on the day

Delivery (*pre- or post- wedding/event artworks such as venue imagery, portraits of the parties – if applicable*):

11. The Artist shall use reasonable endeavours to deliver the relevant Artwork in accordance with the specifications to the Client by the agreed date and shall notify the Client of any anticipated delay in which case the Client may (unless the delay is the fault of the Client) ask the Artist to deliver the relevant Artwork as agreed in the Schedule or on a mutually agreed date – whatever is the later date. The Client may cancel the commission without payment in the

event of the Artist failing to meet the thereby agreed date.

12. THE ARTIST SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LATE DELIVERY OF THE DELIVERABLES.

13. 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 Artist within 21 days of delivery of the Artwork it shall be conclusively presumed that the Artwork is acceptable.

Approval/Rejection:

14. If the artwork does not satisfy on completion, then the Client may reject the artwork on payment of a 60% rejection fee.

In the event of rejection, ownership of the Artwork shall remain with the Artist, and all rights licensed or otherwise granted to the Client under this Agreement shall revert to the Artist unless otherwise agreed.

Guarantees:

15. Except where Artwork is based on reference material or visuals supplied by the Client or where otherwise agreed, the Artist guarantees that the Artwork is original and does not infringe any existing copyright.

16. The Client guarantees that any necessary permissions have been obtained for the use of reference material or visuals supplied by the Client and undertakes to keep the Artist fully and effectively indemnified against any and all claims and expenses including reasonable legal fees arising from the Artist's use of any materials provided by the Client.

Credits/Moral Rights:

17. The Client shall ensure the Artist is credited in any Social Network posts.

Notices:

18. All notices shall be sent to the Artist and to the Client either at the postal address or email address stated in this Agreement. Each party shall give written notification of any change of address or email address to the other party prior to the date of such change.

Dispute Resolution:

19. In the event of any dispute between the parties, both parties will seek in good faith to resolve the dispute amicably by negotiation.

20. Either party may give the other a written notice that it wishes to refer a dispute to formal mediation ("Mediation Notice"). If within two weeks of service of a Mediation Notice the dispute has not been resolved, the parties shall then try to settle the dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution. If that fails, or after either party has made all reasonable efforts to follow that procedure, either party may commence proceedings in a court of competent jurisdiction. Either party may at any time seek injunctive relief from a court of competent jurisdiction.

Governing Law:

21. These terms and conditions are governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the exclusive jurisdiction of the English Courts.