



ILLUSTRATOR COMMISSIONER AGREEMENT

To: ('Commissioner')

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

Work referred as:

1. description of the work I will provide
2. description of the work I will provide

Commissioner (contact name):

Email: Tel. +44 7930 253891

Client (end-user):

Email: Tel. +44 7930 253891

Delivery Schedule

Stage 1	due by:
Stage 2	due by:
Stage 3	due by:
Stage 4	due by:

Payment Schedule:

1. (40%) deposit required to start project due by:
2. (60%) upon completion and approval of all layouts and cover

During the schedule Commissioner should inform Illustrator about any tweaks or changes in maximum three days from the date of receiving each parts via email. No information about changes during this period will be consider as approval of artworks. Commissioner can extend or change date of sending feedback if needed, but it must be done during these three days and it needs to be agreed with Illustrator via email.

or via paypal: <https://www.paypal.me/natashaiillustrates>

Payment will be made to illustrator via bank transfer as follows: bank account: 82479329 sort code: 04-00-04

Signature of Illustrator: Date:

Signature of commissioner: Date:

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

TERMS & CONDITIONS

Ownership of Copyright/Copyright Licence

1. Illustrator agrees to the perpetual exclusive license of all rights (including, but not limited to, the right to display, transmit, transfer, sell) to Work to Commissioner. Illustrator agrees that Work is produced with the intent it be unique and will not seek to resell or publish Work.
2. The Commissioner is deemed to have accepted these terms and conditions if it does not object within one calendar week of receiving the Illustrator Commissioner Agreement form.
3. The Commissioner or the Client (where the Commissioner is acting as an intermediary) is granted an ownership solely as specified and for the usages set out on the face of this Illustrator Commissioner Agreement form.
4. For the avoidance of doubt, the Illustrator shall have the right to use the Work and Artwork for the purpose of self-promotion, unless both parties agree otherwise in writing.
5. The ownership hereby granted is conditional upon the Illustrator having received payment in full of all monies due.
6. The ownership hereby granted is personal to the Commissioner or the Client (where the Commissioner is acting as an intermediary) and the rights may not be assigned or sub-licensed to any third parties without the Illustrator's prior written consent.

7. Payment

7. Unless stated otherwise in this Agreement, the Fee is payable in Pound Sterling, inclusive of all of Illustrator's expenses and preparation time.
8. The Commissioner shall pay all invoices within 14 days of the date of the invoice. The Illustrator reserves the right to charge interest at the annual rate of 4% above the Bank of England base rate for the time being, to accrue daily from the due date until payment is received.
9. Both sides of the agreement will have the same rate (4%) on top of the interest rate of the bank of England. This will apply to either party who is late or delayed.

Cancellation

10. If a commission is cancelled by the Commissioner, the Illustrator is keeping the deposit payment as compensation.
11. 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 Commissioner's visuals or otherwise agreed.
12. In case of cancellation work by illustrator, the illustrator will pay back a whole received payment, including deposit in maximum 14 days from the date of cancellation.

Delivery

13. The Illustrator shall use reasonable endeavours to deliver the relevant Artwork as digital files in accordance with the specifications to the Commissioner by the agreed date and shall notify the Commissioner of any anticipated delay in which case the Commissioner may (unless the delay is the fault of the Commissioner) ask the Illustrator to deliver the relevant Artwork as agreed in the Schedule or on a mutually agreed date – whatever is the later date. The Commissioner may cancel the commission without payment in the event of the Illustrator failing to meet the thereby agreed date.
14. THE ILLUSTRATOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LATE DELIVERY OF THE DELIVERABLES.
15. The Commissioner 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 within 21 days of delivery of Artwork it shall be conclusively presumed that the Artwork is acceptable.

Changes

16. If the Commissioner changes the brief and requires subsequent changes, additions or variations, the Illustrator may require additional payment. The Illustrator may refuse to carry out changes, additions or variations which substantially change the nature of the commission. Changes which will be made by illustrator as a part of the price are: not bigger than 30% of the picture, includes cosmetic changes like: change of a colour/colours, change a detail of the illustration eg face expression of the character.

Guarantees

17. Except where Artwork is based on reference material or visuals supplied by the Commissioner or where otherwise agreed, the Illustrator guarantees that the Artwork is original and does not infringe any existing copyright.
18. The Commissioner guarantees that any necessary permissions have been obtained for the use of reference material or visuals supplied by the Commissioner or the Client and undertakes to keep the Illustrator fully and effectively indemnified against any and all claims and expenses including reasonable legal fees arising from the Illustrator's use of any materials provided by the Commissioner or the Client.

Source files

19. Deliverables do not include original source files but only files in the format as specified in the Work definition. It shall be at the Illustrator's discretion to make original source files available to the Commissioner on request for a mutually agreed fee. Usage of source files shall be governed by the same terms that govern usage of the Work by the Commissioner under this agreement.

Original Artwork

20. The original Artwork shall not be intentionally destroyed, altered, retouched, modified or changed in any way whatsoever without the written consent of the illustrator.

Credits/Moral Rights

21. The Commissioner shall ensure the Illustrator is credited in any editorial use of the Work. Credits for non-editorial use are not required unless so indicated on the front of the Illustrator Commissioner Agreement form.

Samples

22. Unless otherwise agreed, the Illustrator shall be entitled to receive not less than 1 printed copies of the Work if applicable. The copy shall be received to the illustrator once the book will be printed – there is no specific deadline. Author decides when book will be printed.

Notices

23. All notices shall be sent to the Illustrator and to the Commissioner 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

24. In the event of any dispute between the parties, both parties will seek in good faith to resolve the dispute amicably by negotiation.
25. 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

26. 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.
27. In the event of illness, both parties will need to agree that the work to be temporarily paused (postpone) until the person has recovered. During that time there will be no financial cost imposed under the contract, as an illness will be considered an act of god. Both sides are obligated to inform the other side about this event.

