[NAME OF AGENCY] CLIENT TERMS

5.

1.1.

1.2.

1.3.

DELIVERY

Unless otherwise agreed in writing by the Agency, delivery of

the Artwork shall take place at the Client's place of business

Any dates specified by the Artist or the Agency for delivery of

the Artwork are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no

dates are so specified, delivery shall be within a reasonable

time and will be subject to the Client complying with its obliga-

tions. If the work is delivered electronically it will be deemed

as set out on the Client Order Confirmation.

finished if either high or low resolution.

Requests for amendments made later than:

1. 1.1. **DEFINITIONS**

Artwork;

The following words shall have the following meanings:

scription set out on the client order confirmation;

Artist: a person who provides artwork;

Fee: as defined in clause 6.

Agent: an agent appointed to act on the Artist's behalf;

Artwork: the artwork which is created from the job de-

Client: a person, firm or company who commissions the

Client Order Confirmation: the order confirmation sheet;

Contract: these terms and the Client Order Confirmation;

Licensed Rights: the grant of the night to use the Artwork as set out on the Client Order Confirmation. Territory, Bank Account, abo Description: as defined on the Client Order Confirmation. Licensed Rights: the grant of the Arts and confirmation that it is authorized to not having separate legal personality. Lin the Arts agrees to provide the Artwork in accordance with this Contract. Lin the Arts agrees to provide the Artwork in accordance with this Contract is better the Arts and the Artwork in accordance with this Contract is better the Arts and the Client. The Client shall be made in the Client. The Client shall be made in the Client. The Client shall be made in the Arts. Lin the Artist Arthur and Contract on helaff of the Arts. The Artis shall use reasonable endeavours to meet any performance dates specifiedly in the falled for the Arts. Lin the Client shall use reasonable endeavours to meet any performance dates specified in the Client Cre-Confirmation to did the Artwork in the use of missions. Lin the Client shall use reasonable endeavours to meet any performance dates specified in the Client Cre-Confirmation to a vity and time shall not be of the Arts. Lin the Client shall use reasonable endeavours to meet any performance dates specified in the Client Cre-Confirmation to a vity and time shall not be of the Arts. Lin the Client shall use reasonable endeavours to meet any performance dates specified in the Client Cre-Confirmation to a vity and time shall not be of the Arts. Lin the Client shall use reasonable endeavours to meet any performance dates specified in the Client Cre-Confirmation and the Arthur and the		• Fee: as defined in clause <u>6</u> .		(a)	three working days after the delivery of Artwork may be re-
the Clent Order Confirmation 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). 1.3. In these Terms the insigular includes the plural and vice versa. 2. ARTER AND AGENCY'S DELOATONS 1.1. The AISTS appres to provide the Arthork in accordance with this Contract. 2. The Agency acts solely as the agent of the Arthork in accordance with this Contract. 3. The Agency acts solely as the agent of the Arthork shall be made only to the Agency. The Client and the Client. The Client Agency, except as specifically provided, assumes no liability under this Contract and accordingly is not label for the acts or more soft the Artist. 1.4. The Artes shall use reasonable endeavours to meet any personal to the Artist. 1.5. The Client shall be expected in this Cleent Coder Confirmation have a performance of the Arthork. 3. CLENT'S OBLIGATIONS 1.1. The Artes shall use to reasonable endeavours to meet any personal to the Artist. 3. CLENT'S OBLIGATIONS 1.1. The Artes and the Agency in all mailters related to the Arthork. 3. CLENT'S OBLIGATIONS 1.2. The Person signified the Agency in all mailters related to the Arthork. 3. CLENT'S OBLIGATIONS 1.2. The Person signified the Agency in all mailters related to the Arthork. 3. The Client shall be without the Agency and the Agency in all mailters related to the Arthork. 3. The Client shall be continued to or the Arthork. 3. The Client shall person signified the Agency and the Agency in the Artist and the Agency artist of the Arthork. 3. The Client shall person signified the Agency and the Agency artist of the Arthork. 4. The Person signified the Agency artist of the Arthork. 3. The Client shall person signified the Agency artist of the Agency artist of the Arthork. 4. The Person signified the Agency artist of the Agency artists of the Agency arti				` ,	
1.2. A person includes a natural person, corporate or unincorporate body (whether or not having sparale legal personality). 1.3. In these Terms the singular includes the plural and vice versa. 1.4. ARTS NAD AGENCY SOLUCIATIONS 1.5. The Africa places to provide the Artwork in accordance with the Africant is authorised to enter into this Contract on behalf of the Artist. 1.6. The Agency acts solely as the agent of the Artist and confirms that it is authorised to enter into this Contract on behalf of the Artist. 1.7. The Contract is between the Artist and the Client. The Client agrees that all communications relating to the Artwork shall be a feet and accordingly is not label for the acts or omissions of the Artist. 1.8. The Africa shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be essented by performance of the artist. 1.9. The Client shall (a) co-operate with the Artist and the Agency in all matters relating to the Artwork of the A				(b)	
1.1. In these Terms the singular includes the plural and vice versa. 2. ARRIST AND AGENCY'S OBLIGATIONS 1.1. The ATIST AGENCY SOBLIGATIONS 1.2. The ATIST Agency acts solely as the agent of the Artist and confirms that it is authorised to enter into this Contract on behalf of the Artist. 1.2. This Contract is between the Artist and the Client. The Client agrees that all communications relating to the Artwork shall be made only to the Agency. The Client accepts that the Agency of the Artist. 1.3. This Contract is between the Artist and the Client. The Client agrees that all communications relating to the Artwork shall be made only to the Agency. The Client accepts that the Agency of the Artist. 1.4. The Artist shall use reasonable endeavours to meet any performance dates specified in the Client or Artist. 1.5. The Client shall: 1.6. CLIENT'S DULATIONS 1.7. The Client shall: 1.7. The Client shall use reasonable endeavours to meet any performance dates specified in the Client acts or omissions of the Artist and the Agency in all matters relating to the Artwork and the Agency in all matters relating to the Artwork and the Agency in all matters relating to the Artwork and the Agency in all matters relating to the Artwork and the Agency in all matters relating to the Artwork and the Agency in all matters relating to the Artwork and the Agency in all matters relating to the Artwork and the Agency in Artist and the Agency on the Artist and the Agency in Artist and the Agency artist and the Agency artist and the Agency artist and the Client confirms that they bave the requisite power and authority to a feet and the Agency artist and the Agency artist and the Artist and the Agency artist and the Agency artist and the Agency and the Artist and the Agency artist and	1.2.	A person includes a natural person, corporate or unincorpo-		` ,	by the Artist and it shall be conclusively presumed that the
 ARTIST AND AGENCY'S OBLIGATIONS The Airts agrees to provide the Artwork in accordance with this Contract. The Agency acts solely as the agent of the Artist and confirms that it is authorised to enter into this Contract on behalf of the Agency and the Client. The Client agrees that all communications relating to the Artists.	1.3.		c		FEEC & BOYALTIES
The Airds agrees to provide the Artwork in accordance with this contract. 1.2. The Agency acts solely as the agent of the Arists and confirms that it is authrosted to enter in total is Contract on behalf of the Arist. 1.3. This Contract is between the Artist and the Client. The Client agrees that all communications relating to the Artwork shall be made only to the Agency. The Client accepts that the Agency, except its specifically provided, assumes not ballily under this of the Artist. 1.4. The Artist shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the attwork. 2. CLIENT SOLIGATIONE 1.1. The Client shall is a through the Agency of the Artwork other than in accordance with the Agency of the Artwork other than in accordance with the Agency of Client Order Confirmation to the winth a variety of the Agency of the Artwork other written authorisation; and the Agency of the Agency of the Agency of the Client fails to pay to the Agency of th	•	A Ad		Al	
that it is authorised to enter into this Contract on behalf of the Artist. 1.3. This Contract is between the Artist and the Client. The Client agrees that all communications relating to the Artwork shall be made only to the Agency. The Client accepts that the Agency, except as specifically provided, assumes no liability under this Contract and accordance with clause 42_GL, the fees either confirmed in writing by email or fax, or agreed orally pair to the Artist Shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the attwork. 1.1. The Client shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation to the asynchronic training and the Agency in all matters retaining agreement of the Artist and the Agency in all matters retaining agreement of the Artist and the Agency in the Artist and the Age				be	e a full and sufficient discharge to the Client.
that if ye authorised to enter more his Contract on behalf of the Antis. Antis. 1.3. This Contract is between the Artist and the Client. The Client agrees that all communications relating to the Artwork shall be made only to the Agency. The Client accepts that the Agency, except as specified in provided, assumes no lability under this Contract and accordingly is not lable for the acts or omissions. 1.4. The Artist size reasonable encleasours to meet any performence dates specified in the Client Contract and accordingly is not lable for the acts or omissions to the Artist. 1.5. The Client shall ago as shall be estimates only and time shall not be of the essence for performance of the artwork. 2. CLENT'S cell-cartions 1.1. The Client shall ago are achieved in the Client continues that the Agency in all matters relating to the Artwork; and the Agency on the development of the Artwork; and the Agency on the first that the Agency on the Artist and the Agency on the Agency on the Artist and the Agency on the Artist and the Agency artist and further confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of Commercial Debts (Interest) Act 1998. 1.3. The Client shall be a the Lient of the Artwork and the Client shall pay the interest immediately on the Artist of the Agency and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of the Artist of the Agency and authority to enable them to enter into and perform this Contract and the Agency artist and the Agency artist and the Agency artist and the Agency and performance of any of its obligations under this Contract. Shippe			1.2.		· ·
agrees that all communications relating to the Artwork shall be made only to the Agency. The Client accepts that the Agency, cevept as specifically provided, assumes no liability under this Contract and accordingly is not liable for the acts or omissions. 1.4. The Arist shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the artwork. 3. The Client shall. (a) CLIENT'S CRUCATIONS 1.1. The Client shall. (b) The Parts of the Arts. (c) Customer and the Agency on the Agency on the base to the Agency on the Agency on the Agency on the Agency on the due date, the Agency on	1.2.	that it is authorised to enter into this Contract on behalf of the		ac	ccordance with clause <u>4.2(c)</u> , the fees either confirmed in
agrees that all communications relating to the Artwork shall be made only to the Appency. The Client accepts that the Agency, except as specifically provided, assumes no liability under this Contract and accordingly is not liable for the acts or omissions of the Artis. 1.4. The Artist shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be established. 2. CLEMT's Occupatronics 3. CLEMT's Occupatronics 1.1. The Client shall: (a) Co-operate with the Artist and the Agency in all matters relating to the Artwork; in good condition, not use the Artwork other than in accordance with the Agency on the due date, the Agency on the due date, the Agency on the Artwork in good condition, not use the Artwork other than in accordance with the Agency on the due date, the Agency on the Artwork of the Agency on the Artwork of the Stantish of the Artwork of the Stantish of the Agency on the Artwork of the Stantish of the Artwork of the Stantish of the Artwork of the Agency and t	1.3.			dι	ucing the Artwork (the Fee).
Any request for additional use of the Artwork shall be made in or of the Artwork will be supplied rounding 10. 1.4. The Arths shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the artwork. 3. CLIENT'S OBLICATIONS 1.1. The Client shall pay each invoice submitted to it by the Agency, in full and in cleared funds, within 14 days of receipt to the Bank Account of the Agency of the Bank Account of the Bank Acco		agrees that all communications relating to the Artwork shall be	1.3.		· "
accordance with condition <u>ID</u> . 1.4. The Arthst shall use reasonable endeavours to meet any performance dates specified in the Client order Confirmation that any such dates shall be estimates only and time shall not be of the essence for performance of the artwork. 3. CLENT'S OBLIGATIONS 1.1. The Client shall on the Client shall co-co-perate with the Artist and the Agency in all matters relating to the Artwork in good condition, not use the Artwork other than in accordance with the Agency on the date date for payment at the monthly rate of 4% above the base lending rate from time to time of Nativest Bank Pic accruing on a daily basis and being compounded to easy of the Santa and the Agency on indead, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency or indirectly from the Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency confirming such costs, charges and losses to the Client thall be incorporated into this Contract, subject to the Agency confirming such costs, charges and losses to the Client may find the Client from the Client shall be incorporated into this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. Application or TERNS These Terms shall general failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall loome into existence except in accordance with contract and under the contract shall come into existence except in accordance with contract and pur			1.4.		
1.4. The Artist shall use reasonable endeavours to meet any performance dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the artwork. 2. CLIENT'S OBLIGATIONS The Client shall: (a) Co-operate with the Artist and the Agency in all matters relating to the Artwork; (b) Approve roughts and supply reference material; (c) Exep and maintain the Artwork in good condition, not use the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation, all the Agency on the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of tees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges on losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Clients fraul, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS These Terms shall: (a) apply to and be incorporated into this Contract, and (b) ye apurchase order, confirmation of order, cacceptance of a quotation, or implied by law, trade custom, practice or course of dealing. Not the Antist order Confirmation; (b) by a purchase order signed by the Client correct order confirmation of order, cacceptance or a quotation, or implied by law, trade custom, practice or course of dealing. Not the Antist order confirmation; (c) (c) (fl earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork (including electronic versions) such rights in the Artwork (including electronic versions) such rights in the Artwork (including electronic versions) such rights in the Artwork (including				ac	ccordance with condition <u>10</u> .
formance dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the artwork. 2. CLURT'S OBLIGATIONS 1.1. The Client shall: (a) Co-operate with the Artist and the Agency in all matters relating to the Artwork in good condition, not use the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation; and (b) pay the Fee. 1.2. The Client shall be contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and furbare confirms that they accept full responsibility for the payment of the Artist and the Agency so infirmediate programmace of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. Aperucation or Terms 1.1. These Terms shall: (a) Apply can be incomporated into this Contract, subject to the Agency confirming such costs, charges and losses order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. (b) by a purchase order signed by the Client caccepting these Terms, or (c) (c) (d) pay have the requisition of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. (b) by a purchase order signed by the Client caccepting these Terms, or (c) (d) pay have the requisition of order confirmation; (b) by a purchase order signed by the Client caccepting these Terms will be established. 1.2. Estimates are given by the Agency on the due date, the Agency, or behalf of the Client accepting the accepted by the Client for any artwork shall be accepted by the Client for any artwork shall be accepted by the Artist and the Agency assistance of the agency and the Agency assistance of the Agency and the acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. (b) by a purchase or			1.5.		
any such dates shall be estimates only and time shall not be of the essence for performance of the artwork. 3. CLIENT'S OBLIGATIONS The Client Shall. (a) Co-operate with the Artist and the Agency in all matters relating to the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation, and the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation, and (d) pay the Fe. 1.2. The person signing the Contract on behalf of the Client confirms that they accept full responsibility for the payment of Contract shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency, confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS These Terms shall: (a) APPLICATION OF TERMS These Terms shall be liable to pay the Client for any artwork shall be accepted by the Artist other than: (a) APPLICATION OF TERMS These Terms shall: (a) By a Client Order Confirmation; (b) by a purchase order signed by the Client constraint, when a contract other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (ff earlier) by the Artist starting to produce Artwork on these Terms will be established.	1.4.				
3. CLENT'S DELICATIONS 1.1. The Client shall: (a) co-operate with the Artist and the Agency in all matters relating to the Artist of the Artist (b) approve roughs and supply reference material; (b) approve roughs and supply reference material; (c) except and maintain the Artwork in good condition, not use the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation; and (d) pay the Fee. 1.2. The Person signing the Contract on behalf of the Client confirms that they accept full responsibility for the payment of common of the Artist may claim interest under the Late Payment of Common of the Artist of the Agency on demand, all reasonable costs, charges or losses sustained or incurred by the Artist shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist straing directly or indirectly from the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. Application of TERMS 1.1. Application of Terms (a) Apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purposable costs is less than anticipated for the Artwork on the Artwork in the Client's purposable costs of the Artwork on the Section of the Artwork on the Client's purposable costs of the Artwork on the Client's purposable costs, charges and losses to the Client in writing. 4. Application of Terms 1.1. Application of a proper of the Artwork on			1.6.		3
The Client shall: (a) co-perate with the Artist and the Agency in all matters relating to the Artwork of the A					, , ,
Cooperate with the Artist and the Agency in all matters relating to the Armork;	3.	CLIENT'S OBLIGATIONS	1.7.		
taining to the Artwork; approve roughs and supply reference material; keep and maintain the Artwork in good condition, not use the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation; and (d) pay the Fee. The person signing the Contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they have the requisite power and authority to enable them to enter into and perform the Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Clients fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and administration charges are exclusive of VAT, which will be added at the appropriate rate. APPLICATION OF TERMS These Terms shall: (a) APPLICATION OF TERMS These Terms shall: (a) APPLICATION OF TERMS These Terms shall: (a) APPLICATION OF TERMS These Terms shall: (b) by a Durchase order signed by the Client accepting these order, confirmation of order, acceptance of a quotation, or implied by I kaw, trade custom, practice or course of dealing. (b) by a Durchase order signed by the Client accepting these rems; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall be responsible for ensuring	1.1.				
(b) keep and maintain the Artwork in good condition, not use the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation; and (d) pay the Fee. 1.2. The person signing the Contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 1.1. Application of Terms 1.1. Application of Terms 1.2. Application of Terms 1.3. These Terms shall: 1.4. Application of Terms 1.5. These Terms shall: 1.6. Application of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.6. No offer placed by the Client for any arrwork shall be accepted by the Artist other than: 1.6. (c) (if earlier) by the Artist starting to produce Artwork, and they are ceived either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.8. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract and interest immediately on demand. The Artist may claim interest immediately on the Artist or the Agency on demand. The Artist may claim interest immediately on demand. The Artist may claim in the Client Shall be responded in the Client fo					, ,
the Artwork other than in accordance with the Agency's Client Order Confirmation or other written authorisation; and (d) pay the Fee. 1.2. The person signing the Contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 1.2. APPLICATION OF TERMS These Terms shall: (a) APPLICATION OF TERMS These Terms shall: (b) Po ya purchase order signed by the Client accepting the Artist other than: (c) (f) Garlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract by the Artist arising out of or in connection with this courted by the Artist arising out of or in connection with the Agency against any liability of the Artist arising out of or in connection with the Agency on the basis that no Contract shall become due immediately on its termination, despite any nent of Commercial Debts (Interest) Act 1998. 1.8. Ill sums payable to the Artist rise of the Artist or the Agency on the payment of client Agency against any liability of the Artist or the Agency on the Agency on or indirectly from the Artist and the Agency on the Agency on the Agen		•			•
Client Order Confirmation or other written authorisation; and (d) pay the Fee. 1.2. The person signing the Contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client shall be liable to pay to the Agency on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client shall be liable to pay to the Agency on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency and full sums payable to the Artist or the Agency and this Contract, and performance of any of its obligations under this Contract, and performance of any of its obligations under this Contract, and apply to and be incorporated into this Contract, and apply to and be incorporated into this Contract, and prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation; (a) Pape Contract and the Client shall pay the interest indemand. The Artist arising valcating interest under the Late Payment of Commercial Debts (Interest) Act 1998. 1.18. 1.19. 1.10. 1.10. 1.11. 1.11. 1.12. 1.12. 1.12. 1.13. 1.13. 1.14. 1.14. 1.15. 1.15. 1.15. 1.16. 1.16. 1.17. 1.17. 1.18. 1.18. 1.19. 1.10. 1.19. 1.10. 1.10. 1.11. 1.11. 1.12. 1.12. 1.13. 1.13. 1.14. 1.14. 1.15. 1.15. 1.15. 1.16. 1.17. 1.17. 1.18. 1.18. 1.19. 1.10. 1.19. 1.10. 1.10. 1.11. 1.11. 1.12. 1.12. 1.13. 1.13. 1.14. 1.14. 1.15. 1.15. 1.15. 1.16. 1.17. 1.17. 1.18.					
demand. The Artist may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. 1.2. The person signing the Contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS 1.1. These Terms shall: (a) APPLICATION OF TERMS 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall become due immediately on its termination, despite and further confirms that they accept full responsibility to enable them to enter for the Artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against sums due to any other artist or Agency against aums due to any othe					
1.2. The person signing the Contract on behalf of the Client confirms that they have the requisite power and authority to enable them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS These Terms shall: (a) apply to and be incorporated into this Contract; and by the Artist other than: (b) preval over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall be ome duction and verb rights in the Artwork (including electronic versions) such rights in relation to the Artwork on the Artwork on the Artwork on the Artwork on the Artist or the Agency on the payment of the Artist or 4 Agency. 1.10. The Client may not set off any liability of the Client to the Artist or Agency to the Client to the Artist or Agency to the Client t				de	emand. The Artist may claim interest under the Late Pay-
1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency ansing directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 1.1. APPLICATION OF TERMS 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, implied by law, trade custom, practice or course of dealing. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract by the Artist arising of the Artist arising of the Artist or Agency against sums due to any other artist represented by the Artist or Agency against sums due to any other artist represented by the Artist or Agency against sums due to any other artist represented by the Artist or Agency against sums due to any other artist represented by the Artist or Agency or the Artist or Agency of Artists aring history face in the vest of Artists a			1.8		
able them to enter into and perform this Contract and further confirms that they accept full responsibility for the payment of fees. 1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist or Agency against sums due to any other artist or Agency against sums due to any other artist represented by the Agency. 1.1. The Algency may, without prejudice to any other rights it may have, set off any liability of the Artist or Agency. 1.1. All Fees, delivery charges and daministration charges are exclusive of VAT, which will be added at the appropriate rate. 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist starting to produce Artwork in the level of uses is less than anticipated for the Artwork, unless the event either that there is no use in any media, or the level of uses is less than anticipated for the Artwork, unless this event either that there is no use in any media, or the level of uses	1.2.		1.0.		
1.3. The Client shall be liable to pay to the Agency, on demand, all reasonable costs, charges or losses sustained or incurred by the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for uny artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork and a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract this produce of this produced with the Agency on the hasis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract the client and playing the Artist arising out of or in connection with the Agency. 1.10. The Application projective to any other rights it may have, set off any liability of the Client or Agency. The Agency of the Client to Hactist in the Agency. 1.11. All Fees, delivery charges and administration charges are exclusive of VAT, which will be added at the appropriate rate. 1.12. In the evel of uses is less than anticipated for the Artwork, unless that there is no use in any media, or the Fee in the event either that there is no use		· · · · · · · · · · · · · · · · · · ·			· ·
The Agency may, without prejudice to any other rights it may have, set off any liability of the Artist or Agency to the Client. Clients fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a purchase order signed by the Client accepting these Terms; or (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract stall come into existence except in accordance with contract stall come into existence except in accordance with contract stall into the Artist or Agency and paints any liability of the Client that the Artist or Agency of the Client. All Fees, delivery charges and administration charges are exclusive of VAT, which will be added at the appropriate rate. For the avoidance of doubt, there will be no reduction in the Fee in the event either that there is no use in any media, or the level of uses is less than anticipated for the Artwork, unless that there is no use in any media, or the level of uses is less than anticipated for the Artwork, unless that there is no use in any media, or the level of uses is less than anticipated for the Artwork and remains any l		fees.	1.9.	aç	gainst sums due to any other artist represented by the
the Artist and the Agency arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of the Artist of Agency against any liability of the Artist or Agency against any liability of the Artist or Agency charges and administration charges are exclusive of VAT, which will be added at the appropriate rate. 1.12. For the avoidance of doubt, there will be no effect to the Artist or Agency of the Client to the Artwork, unless the event either that there is no use in any media, or the level of uses is less than anticipated for the Artwork, unless that the event either that there is no use in any media, or the level of uses is less than anticipated for the Artwork, unless that operation of the Artwork against all bability of the Client to License and administration charges are exclusive of VAT, which will be added at the appropriate rate. 1.12. In the event either that there is no use in any media, or the level of uses is less than anticipated for th	1.3.		1.10.		
Little to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract for the supply and purchase or the Artwork contract for the supply and purchase of the Artwork contract shall come into existence except in accordance with contract for the supply and purchase of the Artwork contract shall come into existence except in accordance with contract for the Agency on the basis that no Contract shall come into existence except in accordance with contract for the Agency on the basis that no Contract shall come into existence except in accordance with contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the basis that no Contract for the Agency on the Agency on the Agency on the Agency of the Agency on the Agency of					, , ,
ject to the Agency confirming such costs, charges and losses to the Client in writing. 4. APPLICATION OF TERMS 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of the Client in writing, such costs, charges and losses the avoidance of doubt, there will be no reduction in the Fee in the event either that there is no use in any media, or the level of uses is less than anticipated for the Artwork, unless that the eventuality is specifically agreed prior to the Artist starting to produce Artwork. 1.1. INTELLECTUAL PROPERTY RIGHTS These Terms are copyright 2009 of the Society of Artists Agents and Foot Anstey Solicitors and should not be modified or reproduced without a licence to do so. 1.2. INTELLECTUAL PROPERTY RIGHTS These Terms are copyright 2009 of the Society of Artists Agents and Foot Anstey Solicitors and should not be modified or reproduced without a licence to do so. 1.2. INTELLECTUAL PROPERTY RIGHTS These Terms are copyright 2009 of the Society of Artists Agents and Foot Anstey Solicitors and should not be modified or reproduced without a licence to do so. 1.2. In Artist agents in the Artwork (including electronic versions) such rights being protected worldwide. 1.3. In Artist agent			1 11	•	, ,
4. APPLICATION OF TERMS 1.1. These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall red avoidance of doubt, there will be no use in any media, or the level of uses is less than anticipated for the Artwork, unless that event either that there is no use in any media, or the level of uses is less than anticipated for the Artwork. INTELLECTUAL PROPERTY RIGHTS These Terms are copyright 2009 of the Society of Artists starting to produce Artwork. 1.1. In a produced without a licence to do so. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. The Artist asserts his moral rights in relation to the Artwork. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client fails to ensure that no infringement will or has occurred, the Client shall indemnify the Artist					
 4. APPLICATION OF TERMS These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with con- 			1.12.		
These Terms shall: (a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract of the supply and purchase of the Artwork or the Artist starting to produce Artwork. INTELLECTUAL PROPERTY RIGHTS These Terms are copyright 2009 of the Society of Artists Agents and Foot Anstey Solicitors and should not be modified or reproduced without a licence to do so. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. The Artist asserts his moral rights in relation to the Artwork. In TelleCTUAL PROPERTY RIGHTS These Terms are copyright 2009 of the Society of Artists agents and Foot Anstey Solicitors and should not be modified or reproduced without a licence to do so. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights asserts his moral rights in relation to the Artwork the Artwork does not infringe the copyright of any third party. If the Client sh	4	Application of Topic			
(a) apply to and be incorporated into this Contract; and (b) prevail over any prior or retrospective inconsistent term or terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with con-					·
terms contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of the Agency on the basis that no Contract by the Artist arising out of or in connection with the Artwork of the Artwork of the Artwork of the Artwork of the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the Artwork of the Artist arising out of or in connection with the Artwore of the Artwork of the Artwork of the Artist arising out of or in connection with the Artwore of the Artwork of the Artwore or incurred by the Artist arising out of or in connection with the Artwore of the Artwore or incurred by the Artist arising out of or in connection with the Artwore or incurred by the Artist arising out of or in connection with the Artwore or incurred by the Artist arising out of or in connection with the Artwore or incurred by the Artist arising out of or in connection with the Artwore the Artwore arising out of or in connection with the Artwore the Artwore arising out of or in connection with the Artwore the Artwore arising out of or in connection with the Artwore arising out of or in connection with the Artwore arising out of or in connection with the Artwore arising out of or in connection with the Artwore arising out of or in co		(a) apply to and be incorporated into this Contract; and		st	arting to produce Artwork.
order, confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing. 1.2. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of a quotation, or implied by law, trade custom, practice or course of dealing. 1.4. These Terms are copyright 2009 of the Society of Artists Agents and Foot Anstey Solicitors and should not be modified or reproduced without a licence to do so. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. The Artist asserts his moral rights in relation to the Artwork. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the breach of this condition?			7.		INTELLECTUAL PROPERTY RIGHTS
implied by law, trade custom, practice or course of dealing. No offer placed by the Client for any artwork shall be accepted by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of the Artist arising out of or in connection with the accepted or reproduced without a licence to do so. 1.2. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. 1.3. If he Artist asserts his moral rights in relation to the Artwork. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the breach of this condition?					hese Terms are copyright 2009 of the Society of Artists
by the Artist other than: (a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.2. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. 1.3. The Artist grants to the Client the Licensed Rights and, unless otherwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. 1.4. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client fails to ensure that no infringement will or has occurred, the Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the		implied by law, trade custom, practice or course of dealing.			·
(a) by a Client Order Confirmation; (b) by a purchase order signed by the Client accepting these Terms; or (c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of the Artist accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall expectation of therwise agreed in writing, remains the owner of all other intellectual property rights in the Artwork (including electronic versions) such rights being protected worldwide. The Artist asserts his moral rights in relation to the Artwork. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client fails to ensure that no infringement will or has occurred, the Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the	1.2.	· · · · · · · · · · · · · · · · · · ·	1.2.		
(c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract of the Artwork of the Artist asserts his moral rights in relation to the Artwork. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client fails to ensure that no infringement will or has occurred, the Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the					
(c) (if earlier) by the Artist starting to produce Artwork having received either written or verbal permission to start, when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall contract shall come into existence except in accordance with contract shall contract s					
these Terms will be established. 1.4. If necessary, the Client shall be responsible for ensuring that the Artwork does not infringe the copyright of any third party. If the Client fails to ensure that no infringement will or has occurred, the Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the			1.3.		
when a contract for the supply and purchase of the Artwork on these Terms will be established. 1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with con-		.,, , , , , , , , , , , , , , , , , , ,			3
1.3. Estimates are given by the Agency on the basis that no Contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall come into existence except in accordance with contract shall contract shall come into existence except in accordance with contract shall con		when a contract for the supply and purchase of the Artwork on		If	the Client fails to ensure that no infringement will or has
tract shall come into existence except in accordance with con-	1.3	Estimates are given by the Agency on the basis that no Con-			
	1.0.	tract shall come into existence except in accordance with con-		CL	urred by the Artist arising out of or in connection with the
		_			

- 1.5. The Licensed Rights include the right to print off copies and download extracts, of the artwork for the purpose of exercising the Licensed Rights.
- 1.6. Unless otherwise agreed in writing, the Client (including its employees and subcontractors) must not modify 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.
- 1.7. 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.
- 1.8. The Licensed Rights are granted on an exclusive licence in the Territory. The Licensed Rights are only granted once payment is received in accordance with condition 6. Any permission for prior use without payment will be revoked if payment is not received in full on the date due, or if the contract is terminated in accordance with condition 9.2.
- 1.9. Unless otherwise agreed in writing, supply by the Artist of any electronic image in separated or layered form shall not grant the Client the right to use the separated material.
- 1.10. If the Contract terminates, the Licensed Rights shall automatically terminate.
- 1.11. The Client may not sub-licence the Artwork to third parties without the prior written consent of the Artist.
- 1.12. The Client warrants that all information and reference materials provided to the Artist or Agent will not infringe the intellectual property rights of any third party. The Client shall indemnify the Artist against all liabilities, costs, expenses, damages and losses suffered or incurred by the Artist arising out of or in connection with the breach of this condition 7.12.
- 1.13. 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.

8. LIMITATION OF LIABILITY

- 1.1. This condition 8 sets out the entire financial liability of the Artist and the Agency (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 1.2. All warranties, terms and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 1.3. Nothing in these Terms limits or excludes the liability of the Artist or the Agency for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.
- 1.4. Subject to condition <u>8.2</u> and condition <u>8.3</u>:
 - (a) neither the Artist nor the Agency shall be liable for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) total liability of both the Artist and Agency in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this Contract shall be limited to the price paid for the Artwork.

TERMINATION AND REJECTION

- 1.1. The Client may terminate this Contract at any time.
- 1.2. Either party may terminate this Contract forthwith on giving notice in writing to the other if one party ceases to carry on business or commits any material breach of any term of this Contract and (in the case of a breach capable of being remedied) shall have failed, within 7 days after the receipt of the request in writing from the other to do so, to remedy the breach.
 1.3. If the Contract is terminated prior to acceptance of the Artwork
- 1.3. If the Contract is terminated prior to acceptance of the Artwork the following percentages of the Fee will be payable:
 - (a) The following percentages of the Fee;
 - (i) 25% before delivery of roughs;
 - (ii) 33% after delivery of roughs;
 - (iii) 50% after delivery of colour visual;
 - (iv) 75% after delivery of any subsequent revised illustration rough;
 - (v) 100% on delivery of the finished artwork;
 - (vi) pro rata if at an intermediate stage; and
 - (b) If the Artist has refused to accept further commissions from third parties, for the period in which the Artist has allotted to producing the Artwork, the Artist retains the right to claim against the Client in respect of those losses. Such

claim for losses together with the amount set out at condition 9.3(a) shall not exceed 100% of the Fee.

- Notwithstanding the above, 100% of the Fee will be payable if:
- (a) the Client uses the Artwork for the purpose set out in the Job Description; or
- (b) 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.
- The Client shall return all original artwork and samples no later than six months after delivery. In any event, the Client shall return the Artwork immediately on termination.

VARIATION

1.4.

1.5.

10.

12.

13. 1.1.

14.

No variation of the Contract or these Terms, (which includes a request for additional or extra work), shall be valid unless it is in writing and signed by or on behalf of the Client and the Agency. Any variation of the terms may be subject to the payment of an additional fee. The Artist retains the right to charge for any variation in the Artwork.

ENTIRE AGREEMENT

The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

ASSIGNMENT

The Client shall not, without the prior written consent of the Agency, assign or deal in any other manner with all or any of its rights or obligations under the Contract.

NOTICES

- Notices under this Contact shall be given to the address given on the Client Order Confirmation unless a party has provided a replacement address in writing.
- 1.2. Notices may be only be given in writing by first class prepaid post, in person or by email and will be deemed to have been received 2 working days after despatch in the case of post and the next working day in the case of personal delivery or email, provided, in the case of email, a confirmatory first class prepaid letter is sent within three working days of the email being sent.

DISPUTES

If any dispute arises in connection with this Contract, the parties will attempt to settle it by referring the matter to The Pro-Action Committee and, if that is not successful, by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The parties will jointly agree on the appointment of a mediator. If no agreement is reached with 28 days, the mediator will be nominated by CEDR.

LAW AND JURISDICTION

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.