

Terms and conditions

Client ref: _____

1 Time for Payment

Payment is due within thirty (30) days of receipt of invoice. In case of late payment, a penalty will be incurred at the rate of 7 % plus the rate set by the European Central Bank [ECB] at the time of invoicing, according to European regulation. Penalty interest due for late payments will be calculated on a daily basis. The ECB rate can be checked on the Central Bank and Financial Services Authority of Ireland website www.centralbank.ie. The grant of any license or right of copyright is conditioned on receipt of full payment.

2 Grant of Rights

The use of rights referred to overleaf are conditional on receipt of payment as referred to in clauses above.

3 Expenses

The Client shall reimburse the illustrator for all agreed expenses arising from the assignment.

4 Estimates

The fees and expenses shown are estimates only. Final fees and expenses shall be shown when invoice is rendered. The Commissioner's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10 %).

5 Cancellation

In the event of cancellation or breach by the Commissioner, the Illustrator shall retain ownership of the original all rights in the work, (including sketches and any other preliminary materials). The Commissioner shall pay the Illustrator according to the following schedule: Fifty percent (50%) of original fee if cancelled after preliminary sketches are completed, one hundred percent (100%) if cancelled after the completion of finished art.

6 Alteration

Alteration to artwork shall not be made without consulting the commissioned Illustrator, and the illustrator shall be allowed the first option to make alterations when possible. After acceptance of artwork, if alterations are required, a payment shall be charged over the original amount.

7 Revisions

Revisions not due to the fault of the Illustrator shall be billed separately.

8 Credit lines

On any contribution for magazine or book use, the Illustrator shall receive name credit in print. If name credit is to be given with other types of use it is to be specified here.....

If this box is checked the Illustrator shall receive copyright notice adjacent to the work in the form: c 200_ Illustrators name

The Commissioner notes that the work of the illustrator is protected by the moral rights contained in copyright law, and the illustrator hereby asserts these rights.

9 Return of Artwork

The client assumes responsibility for the return of the artwork in undamaged condition within thirty (30) days of first reproduction.

10 Loss or Damage to Artwork

The value of lost or damaged artwork is placed at no less than €_____ per piece.

11 Unauthorised use

The Client will indemnify the Illustrator against all claims and expenses, including reasonable legal fees, arising from unauthorised use of the work.

12 Warranty of Originality

The Illustrator warrants and represents that, to the best of their knowledge, the work commissioned hereunder is original and has not been previously published or, if previously published, that any necessary consent to use has been obtained on an unlimited basis. That the work prepared by the Illustrator does not contain any scandalous, libellous, or unlawful matter. This warranty does not exceed to any use that the Commissioner or other may make of the work which is not covered by this agreement. Commissioner expressly agrees to indemnify the illustrator for all liability caused by the Commissioner's use of the work.

13 Dispute Resolution

Any dispute in excess of €2,000 arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed arbitrator or in default of agreement, to be appointed by the President for the time being, of the Law Society of Ireland.

14 Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms. consented and agreed to

Illustrator's Signature _____

Client's Authorised Signature _____

Client's Company name _____ Date _____