



K Bass Illustration

Terms of Service



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Terms and Conditions

- By hiring K Bass Illustration to work on your project on your behalf it is deemed that you have **accepted** these **Terms of Service**.
- The Client is granted a licence solely as specified and for the usages set in the project brief issued by the client. For the avoidance of doubt, K Bass Illustration **retains** the right to use the Work and Artwork for the purpose of self-promotion, unless both parties agree otherwise in writing. Fees may apply.
- The Client accepts that the use of the Work and Artwork is restricted as specified in the Client's brief. Further use of the Work or Artwork is subject to an **additional licence** to be granted by K Bass Illustration. Both parties shall negotiate the terms of the additional licence in good faith.
- The licence hereby granted is conditional upon K Bass Illustration having received **payment** in full of all monies due. Any attempt to reproduce the artwork without such payment, will be regarded as a **breach of copyright**.
- The licence hereby granted is personal to the Client and the rights may not be assigned or sub-licensed to any third parties without the K Bass Illustration's prior written consent.
- This Contract is between the K Bass Illustration and the Client. The Client agrees that all communications relating to the Artwork shall be made directly with K Bass Illustration.

Payment

- Fees are payable in British Pounds Sterling. If based outside of the UK, K Bass Illustration will utilise a currency conversion calculator to provide the Client's localised price. A screenshot will be provided to ensure transparency for both parties.
- All fees due to the Artist shall be exclusive of any applicable Value Added Tax ("VAT") or like tax (which shall be additional if applicable).
- The Client agrees to pay all invoices within 30 days of the date of the invoice. K Bass Illustration reserves the right to charge interest at the monthly rate of [5%] to accrue Monthly from the due date until payment is received.
- K Bass Illustration may offer payment plans on projects over £500.

Cancellations

If a project is **cancelled by the Client**, or should the Artwork produced **fail to satisfy**, the Commissioner shall pay a cancellation fee as follows:

- **25%** of the agreed fee if the commission is cancelled before delivery of the thumbnail sketches;
- **33%** of the agreed fee if the commission is cancelled after delivery of the thumbnail sketches;
- **50%** after delivery of the refined sketch stage
- **75%** after delivery of any subsequent revised illustration rough
- **100%** of the agreed fee if the commission is cancelled on delivery of finished artwork.

These cancellation fees also apply if K Bass Illustration cancels the project due to **Client abuse**. See page 13.

Cancellations Continued

- If the commission is **cancelled at an intermediate stage by the Client**, a fair and reasonable amount on account of the Fee is due under this Agreement to commensurate with the Schedule performed to date of such cancellation.
- If K Bass Illustration has **refused to accept further commissions** from third parties, for the period in which K Bass Illustration has allotted to producing the Artwork, K Bass Illustration retains the right to claim against the Client in respect of those losses. Such claim for losses shall not exceed 100% of the Fee.
- 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.
- **Rejection: If the artist has correctly followed the brief**, and the work is consistent with that of the artist's portfolio, and with that shown to the client, then the full fee is payable. **The client has no right to reject the work on the basis of style or composition.**
- Under no circumstances can there be a reduction in the agreed fee if the client uses the artwork for the purposes detailed in the brief provided.
- 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. K Bass Illustration shall notify the Commissioner of any anticipated delay in which case the Client may, unless the delay is the fault of the Client, ask the Illustrator to deliver the relevant Artwork as agreed in the Schedule or on a mutually agreed date - whatever is the later date.

Cancellations Continued

- The artist can only adhere to deadlines agreed if there is **no delay in the approval of roughs or in the supply of reference material.**
- The Client shall make an immediate objection upon delivery if the Artwork is not in accordance with the brief at the thumbnail sketch stage. If such objection is not received by the Illustrator within 7 days of delivery of the thumbnail sketches it shall be conclusively presumed that the Artwork is acceptable. All **amends must be communicated clearly by the Client** throughout the production stages (Thumbnail sketches, refined sketches and the final artwork) to ensure the brief is met.
- **Requests for amendments made later than:**
- (A) three working days after the delivery of the final artwork may be refused by the Artist where they may interfere with subsequent commissions. In this case, no reduction in fee will be allowed.
- (B) seven days after the delivery of the Artwork will be refused by the Artist and it shall be conclusively presumed that the Artwork has been accepted.
- If the **Client changes the brief** and requires subsequent changes, additions or variations, the Illustrator may require **additional payment.** K Bass Illustration may refuse to carry out changes, additions or variations which substantially change the nature of the project.
- If an estimate is requested prior to receiving full details of the commission, it should be understood that this is in no way binding and may differ after the artist has received the complete brief.

Guarantees

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

The Client 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 Artist 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.

No AI programs will be used.

Source Files

Deliverables do not include original source files but only files in the format as specified in the brief. It shall be at K bass Illustration's discretion to make original source files available to the Client 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 Client under this agreement.

Artwork

- The Artwork shall not be intentionally destroyed, altered, retouched, modified or changed in any way whatsoever without the written consent of K Bass Illustration.
- Unless otherwise agreed in writing, supply by K Bass Illustration of any electronic image in a separated or layered form shall not grant the Client the right to use the separated material
- 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
- Where hard copy original Artworks are supplied the Client shall return all Artwork to the illustrator not later than 3 months after delivery in undamaged, unaltered and un-retouched condition. The Client may make and retain copies to enable it to exploit the rights granted with the Artwork.
- If the original Artwork is lost or damaged at any time whilst in the Client's custody the Client shall pay compensation to the Illustrator for the loss/damage of the Artwork at a rate to be agreed in good faith between the parties.
- K Bass Illustration shall not 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

Credits / Moral Rights

- The Client shall ensure K Bass Illustration is credited for all usages of the Work.
- Unless otherwise agreed, K Bass Illustration shall be entitled to receive 1 printed copy of the project in it's final form, if applicable.

Notices

- All notices shall be sent to K Bass Illustration and to the Client either at the postal address or email address stated in the brief. 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.
- No offer placed by the Client for any artwork shall be accepted by the K Bass Illustration other than: (A) by the Brief; (B) by a Purchase Order signed by the Client accepting these Terms; or (C) (if earlier) by K Bass Illustration 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.

Anti-abuse Policy

If a Client abuses K Bass Illustration, K Bass Illustration reserves the right to cease all work on the project and issue a cancellation fee will apply for the percentage of work completed within the framework of the 'Cancellations' terms of service stated on pages 5-7 of this document.