

## Terms and conditions for freelance illustration work by Lilian Leahy 2019

The following terms and conditions apply to all quotations and agreements issued by Lilian Leahy Illustrations.

### 1. Terms and conditions, quotation and confirmation

- 1.1 These terms and conditions for freelance illustration work are valid for all quotations and all other concluded agreements. Any deviations on these terms and conditions can only be concluded in writing between client and contractor.
- 1.2 The quotations are indications and valid for 2 months. The indicated prices can be subject to change as a consequence of unforeseen alterations of the assignment. All prices exclude VAT. The reported prices and offers are not automatically valid for future assignments. The client is responsible for the accuracy and completeness of the provided information on which the contractor calculates the quotation.
- 1.3 Assignments will be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees that the contractor starts executing the assignment, the terms of the quotation shall be deemed agreed and these terms and conditions apply. Any subsequent oral agreements and stipulations bind the contractor only after the contractor has confirmed in writing.

### 2. Work

- 2.1 The contractor will perform tasks, for the development of the project mentioned in the quotation, in the function of illustrator. The emphasis is on providing illustration work.
- 2.2 The contractor will make every effort to execute the assignment carefully and independently, to meet the interests of the client to the best of its ability and to strive for a useful result for the client, as a reasonable and professional operating curator can and should be expected. To the extent necessary, the contractor keeps the client informed about the progress of the activities.
- 2.3 The client does all that which is reasonably necessary or desirable, such as timely providing complete, sound and clear information or materials, to support the timely and proper execution of the assignment by the contractor.
- 2.4 One by the contractor specified period of execution of the assignment is indicative, unless otherwise agreed in writing.
- 2.5 Deviations in the (final) result compared to what has been agreed are not reason for rejection, discount, compensation or termination of the contract, when these deviations, all circumstances considered, are reasonably subordinate.
- 2.6 Complaints are notified to the contractor as soon as possible, but in any case, within ten working days after completion of the contract. If contractor receives none, then the client is deemed to have fully accepted the result of the assignment.

### 3. Procedure – time path, delivery and feedback

- 3.1 The assignment will be discussed by both parties, to generate a job description. The job description includes a clear description of the subject that needs to be illustrated. The client may wish to support the job description by providing examples and reference material. The job description is recorded in the quotation and is the basis for the agreement.

- 3.2 The timepath is the delivery of sketches, followed by the client's feedback and at most three revisions. When the client wishes more revisions, the time for this will be charged. The final illustrations are the completion of the assignment. For all steps delivery dates will be agreed upon.
- 3.3 All results are delivered by e-mail. Or if clearly agreed upon, another method of delivery.
- 3.4 The client can give feedback by contacting the contractor; by e-mailing to [lilian.leahy@gmail.com](mailto:lilian.leahy@gmail.com) or calling +31 (0) 645 290 023. Or if clearly agreed upon, another method of communication.
- 3.5 If the contractor has received no feedback to his delivered results from the client before the feedback deadline, then the delivered results will be considered approved. Subsequently the assignment is considered completed, or the relevant phase of the assignment is considered completed.

#### **4. Adjustments and additional costs**

- 4.1 If feedback is provided after delivery of sketches, and this does not lead to more work, then the feedback will always be included in the further execution of the assignment.

Regarding requests for adjustments to the work already made & delivered the following applies:

- 4.2 After delivery adjustments are made free of charge, if it comes to restoring "demonstrable errors" made by the contractor.
- 4.3 Adjustments come at the expense of the client when they are based on new and/ or unclear information.
- 4.4 Request for amendment, changes or revision regarding the work, can result in delayed deliveries. Delays of deliveries and their consequences are always at the risk of the client. The contractor cannot be held responsible for delays.

#### **5. Duration of contract**

- 5.1 The amount of work is defined in hours
- 5.2 Based on the job description, the contractor will indicate how many hours of work it will take him to complete the assignment.
- 5.3 The expected number of hours of work is recorded in the quotation.
- 5.4 Work is only executed on working days. Working days are between Monday to Friday, between 8.00 and 18.00: The Netherlands local time: GMT+1 (Read GTM+2 instead when summertime applies; 31st of March till 27th of October till 27th of October).
- 5.5 On special request, work can be done in weekends. (Against an increased daily rate).

#### **6. Location of assignment**

- 6.1 The assignment is executed at the location of the contractor's discretion. Unless stated otherwise, that is the contractor's studio in Loosdrecht.
- 6.2 On special request, the contractor can also work at a location specified by the client. (Against an increased daily rate and compensation for travel expenses).

#### **7. Fees**

- 7.1 Contractor receives from the client a fee. This fee is based on the hours worked and the license of use that is agreed upon. This fee is listed in the quotation, where VAT is listed separately. Increased rates for special circumstances are also listed separately.
- 7.2 The costs of materials are at expense of the contractor and included in the price.

## **8. Travel expenses reimbursement**

- 8.1 Contractor is also entitled to full reimbursement of his travel expenses, with respect to travel between the contractor's home/workshop and the client's workshop, during the period of work; if the contractor can demonstrate these expenses.

## **9. Payment / Invoice**

- 9.1 Payment takes place in 2 steps: the client pays a deposit of 50% of the total fee after he agreed on the (revised) sketches, for the contractor to proceed with the assignment. When the final assignment is delivered, the remaining 50% will be paid by the client.
- 9.2 The contractor is responsible for sending the client timely invoices, showing separately VAT, travel and material costs.
- 9.3 Invoices will be paid by the client without deduction, set-off or suspension, within 30 days after the date of invoice.
- 9.4 All deliverables remain the contractor's property until all invoices are paid by the client.
- 9.5 If invoice is not paid within 30 days, the total fee payable will be increased by 10% and the client is obliged to pay this increased amount.
- 9.6 If the client fails to pay within after a reminder about delayed payments, the contractor is entitled to cancel the execution of the assignment.

## **10. Copyright**

- 10.1 Copyright to the illustrative work, made during the period of work and for the specified project, will at all times remain the contractor's property, unless agreed upon otherwise.
- 10.2 The contractor has the right at all times, in case of publicity around or of the assignment, to have her name mentioned or removed. The contractor has the right at all times to sign her work.
- 10.3 The client is not permitted to publish or multiply results without preceding permission of the contractor.
- 10.4 Unless agreed upon differently, the by the contractor created originals remain property of the contractor at all times, and if originals were made available for the client they should be returned within 6 months after completion of the assignment. In case of loss or damage of the originals while in preservation by the client, the client is liable.
- 10.5 After completion of the assignment nor the client nor the contractor have an obligation to keep used materials and information, unless agreed upon differently.

## **11. License**

- 11.1 Once the client has fulfilled all his obligations as determined in the agreement, he acquires the right to use the results of the assignment in accordance to the agreed upon purpose and geographic area. If the purpose of use is not specified, then the license is limited to that use and that geographic area for which the assignment was (obviously) given. The license of use is

exclusive, unless is agreed upon otherwise.

- 11.2 The client is without written permission not permitted to change the outcome of the assignment, nor to (re)use or apply it differently than intended, or to have this done by third parties. The contractor can set conditions for this permission, such as a compensation.
- 11.3 In case of a disagreed or different use, as well as alteration, mutilation or infringement of the provisional or final outcome, the contractor is entitled to compensation for the infringement of her rights of at least three times the agreed upon total fee, or a fee that is reasonably and fairly proportional to the infringement committed, without any other right being lost.
- 11.4 In the following situations, the client is no longer accepted to use the delivered results and all rights of use provided to the client for this assignment will be withdrawn, unless the consequences outdo the reasonableness fairness:
  - 11.4.1 From the moment that the client doesn't fulfill his (payment) obligations.
  - 11.4.2 If the contract is prematurely terminated for reasons mentioned in article 13.
  - 11.4.3 In case of bankruptcy of the client.
- 11.5 The client also provides the contractor the right, to freely use the work as mentioned above, for the contractor's promotion & publication purposes (for example; show the work in a portfolio or art book), at the earliest 1 month after the product arising out the project is released/published, or when it has become evident that the project was abandoned.

## **12. Cancellation of the contract**

- 12.1 When the client cancels the contract without there being culpable failure by the contractor, or when the contractor cancels the contract due to the shortcoming in the fulfilment of the agreement by the client, then the client, in addition to the fees and incurred costs, pays a compensation. The compensation is at least 30% of the remaining fee that the client would have to pay in case of fulfilment of the assignment.
- 12.2 Behaviour of the client on the basis of which the contractor can no longer reasonably be expected to complete the assignment, will be considered as breach.
- 12.3 In case of a reformulation of the briefing and assignment by the client, the contractor is entitled to terminate the contract and charge the incurred costs.
- 12.4 Both client and contractor have the right to immediately cancel the contract partly or wholly, and to claim all payable fees, when a request for bankruptcy, (provisional) moratorium or debt restructuring is submitted.
- 12.5 When the activities of the contractor consist of recurrently performing the same type of work, a term contract applies, unless agreed upon otherwise. This term contract can only be terminated by a written notice, subject to a reasonable notice period of at least three months, during which time the client continues demanding the contractor the same amount of work and financially compensates for this.

## **13. Liability**

- 13.1 The contractor cannot be held responsible in any way for advice that he gives, the choices he makes, or the consequences thereof.
- 13.2 The contractor cannot be held responsible for delays in the delivery of work.
- 13.3 The contractor cannot be held responsible for accidentally spreading viruses, malware or other harmful programs, or the consequences thereof.
- 13.4 When the contractor is asked to base his artwork on imagery specifically requested by the client, he cannot be held responsible for copyright infringements on that imagery, if any

occur. When the contractor is asked to use fonts in his artwork, it is always the clients responsibility to make sure that he can also use those fonts in his project, and has the approval of the copyright holder to do so.

- 13.5 If by serious illness, injury, technical malfunctions, or other serious hindrance causing situations the contractor is unable to continue or finish his work, the agreement will from that moment on be considered completed as if under normal circumstances. The contractor will then immediately and permanently be relieved of his obligations; but will if possible deliver the artwork made so far. In return, the client is only obligated to pay part of the fee equal & in relation to the working days that the client worked so far.

### **Information Obligation Client**

The client is obligated to provide the contractor with the following - correct and most up to date - information, full: name, address, country, phone number & e-mail - and when operating as a company; tax-number (for VAT), company registration-number and other information that is legally required to operate as a company. This information will be used for communication, agreements, quotations, invoices & tax administration. Cost (including VAT-related) arising from unclear, incomplete or incorrect information will be charged to the client and is due immediately when noticed.

Legal disputes will be resolved according Dutch law.