

Uncut ID Limited Artwork Terms & Conditions

Artwork Ownership

Ownership of the original artwork is retained by Uncut ID Limited unless agreed in writing with the client. A further fee will be negotiated, should ownership of the artwork by the client be required. The client shall not make any alteration to the artwork unless agreed in writing by Uncut ID Limited. Any loss, damage or alteration to the artwork whilst in the possession of the client or any representative of the client will be charged for at a fee not less than the agreed licence fee.

Copyright and Licensing

Uncut ID Limited retains ownership of the copyright (Copyright Designs and Patents Act 1988). Ownership of copyright of the artwork, design or code contained therein is not affected by the commissioning of the material or purchase of the material. The client is granted a licence to reproduce the material solely for the purposes agreed. Upon payment of a further agreed fee the licence may be extended to allow for the material to be used for purposes other than those agreed. The licence is only granted upon payment in full of the fee agreed. Any attempt to reproduce the artwork, design or code without such payment will be regarded as a breach of copyright. The licence granted is exclusive to the client and the client is responsible for the payment of reproduction fees. The licence may not be sublicensed to a third party.

Uncut ID Limited retains the right to use the artwork for self-promotion on the basis that they not disclose any of the client's confidential information in doing so. The client is responsible for the clearing of any copyright on reference material supplied by the client and shall indemnify Uncut ID Limited against any claims arising from materials thus provided. Uncut ID Limited is likewise responsible for the clearance of copyright on material supplied to the client.

Delivery

The artist can only adhere to deadlines agreed if there is no delay in the approval of proofs or in the supply of reference material. The artist shall not be held responsible for any consequential loss from the late delivery of artwork or finished designs, printing, websites, etc. All courier fees relating to the job shall be paid by the client.

Cancellation or Rejection

i. If the commission is cancelled the fees detailed following will be payable:

25% of the agreed fee if cancelled by the client before delivery of proofs.

50% of the agreed fee if cancelled by the client after delivery of proofs.

100% of the agreed fee if cancelled by the client on delivery of the finished artwork.

ii. If the artwork/design is rejected by the client the fees detailed following will be payable:

33% if rejected at the proof stage.

If a proof has not been requested prior to final artwork, then 75% of the agreed fee if rejected on completion.

If Uncut ID Limited has correctly followed the brief, then the full fee is payable. The client has no right to reject the work on the basis of style or composition if no proof was requested. Under no circumstance can there be a reduction in the agreed fee if the client uses the artwork for the purposes agreed. Any objections to the final artwork must be conveyed within seven days of delivery, after which it shall be conclusively presumed that the artwork has been accepted. In the event of rejection of the artwork, all rights in the artwork shall remain the property of the artist.

Estimates

If a verbal 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 Uncut ID Limited has received the complete brief.

Credit Terms

Payment shall be made within 14 days from the date of invoice. Payment not received within that time will be subject to an interest charge of 2.5% per month. These terms and conditions are governed by the law of England and Wales and may not be varied unless agreed by both parties in writing.