

Disclaimer

(1) INTRODUCTION

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

(2) INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, we, our artists, or our clients own the intellectual property rights in the website and/or material on the website. Subject to the licence below, all these intellectual property rights are reserved.

(3) LICENCE TO USE WEBSITE

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or otherwise sub-license material on the website;
- reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution
- Where content is specifically made available for redistribution, it may only be redistributed within your business or to your clients for presentation only.

(4) LIMITATIONS OF LIABILITY

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law

of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

(5) RESTRICTED ACCESS

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password [at our sole discretion]

(6) BULLETIN BOARD / CHAT ROOM / COMMENTS

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing without our express written consent.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence,

impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

(7) VARIATION

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

(8) ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(9) LAW AND JURISDICTION

This notice will be governed by and construed in accordance with English law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

(10) OUR CONTACT DETAILS

The full name of our company is TulipTech Limited. We are registered in England & Wales under registration number is 07486882. Our registered address is 6 Woodville Gardens, Lovelace Road, Surbiton, Surrey,KT6 6NN, United Kingdom.

Terms & Conditions

ARTWORK OWNERSHIP

The artist retains ownership of the original artwork unless agreed in writing between agent and 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 the agent. 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 license fee.

COPYRIGHT AND LICENSING

The artist retains ownership of the copyright (Copyright Designs and Patents Act 1988). Ownership of copyright is not affected by purchase of the original artwork. The client is granted a license to reproduce the artwork solely for the purposes detailed on the order confirmation faxed to you at the outset of the commission. Upon payment of a further agreed fee, the license may be extended to allow for the artwork to be used for purposes other than those shown on the order confirmation form, in accordance with the guidelines agreed with the Society of Artists Agents, the license is only granted upon payment in full of the fee specified on the order confirmation form. Any attempt to reproduce the artwork without such payment, will be regarded as a breach of copyright.

The license granted is exclusive to the named client on the face of the acceptance form. The license may not be sub-licensed to a third party. The artist retains the right to use the artwork for self-promotion. The client is responsible for the clearing of any copyright or reference material supplied by the client and shall indemnify the artist against any claims arising from materials thus provided. All material expenses relating to the job shall be invoiced to the client, plus a 10 % administration charge.

DELIVERY

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 artist shall not be held responsible for any consequential loss arising from the late delivery of artwork. All courier & travel expenses relating to the job shall be invoiced to the client, plus a 10 % administration charge.

CANCELLATION

If the commission is cancelled the fees detailed in the order confirmation form will be payable: 25% of the agreed fee if cancelled by the client before delivery of roughs. 33% of the agreed fee if cancelled by the client after delivery of roughs. 100% of the agreed fee if cancelled by the client on delivery of the finished artwork.

REJECTION

If the artwork is rejected by the client the fees detailed in the order confirmation form will be payable: 33% if rejected at the rough stage. If a rough has not been requested prior to artwork, then 75% of the agreed fee if rejected on completion.

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 on the job acceptance form. 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. If a delay of longer than three days after the delivery of artwork occurs before any requests for amendments, the illustrator shall have the right to refuse to execute those amendments where they may interfere with subsequent commissions. In this case, no reduction in fee will be allowed. In the event of rejection of the artwork, all rights in the artwork shall remain the property of the artist.

ESTIMATES

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.

CREDIT TERMS

Payment shall be made within thirty 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.