



THE UNEASY ARTIST'S TERMS OF SERVICE & AGREEMENT

This agreement sets out the terms on which The Uneasy Artist will act for its clients. These are our standard terms and can only be varied with our written agreement.

By commissioning us, you agree to these terms and conditions. Please ensure that you have carefully read and understood these prior to commissioning us as this document sets our respective obligations and will help to minimise misunderstandings to ensure a smooth working Relationship.

PROCESS FOR ORDERING ARTWORK

The Uneasy Artist offers many services, including fursuit or character reference sheets, character badges for comic conventions, as well as illustrations and comic pages. Each service may differ from another in terms of process and is under our and the client's discretion.

Legality

- Clients must be over the age of 18.
- Clients will be asked for proof of age. Driving licences, birth certificates, and other IDs are acceptable. You may blur out all personal information apart from your name, face, and your date of birth,

Process and Payment

- The Client must provide a sufficient idea and references prior to commissioning artwork. The Uneasy Artist is willing to explore different concepts and ideas to help the client decide on their favoured outcome.
- If ordering a new character's reference sheet, the client must have sufficient ideas, sketches and colours already planned out. The Uneasy Artist will then work with this information and the client themselves to fulfil the commission.
- If ordering character badges or character artwork, the client must provide a fully illustrated and coloured reference sheet of their character. The standard of this is the front, back and side of the character. Without sufficient references, services may be refused.

- The character's design **MUST** belong to the Client, as copyright infringement is a serious matter. The Client will be refused service should this found to be the case, and may be, at our discretion, blacklisted from future services.
- Commission slots are on a first come first serve basis.
- Communications are via Instagram, Telegram and email only.
- Commissions must be paid for upfront. Your work will not be started until the payment has been received. The Client will only receive the finished commission when it has been fully paid for.
- If the client needs any revisions, they are entitled to two revisions for free. Further revisions will incur additional costs.
- Payments can be made via PayPal or Bank transfer.
- If we feel we can no longer continue to work for you, we will give you a minimum of seven days' notice in writing.
- Our agreement may be terminated by one of us giving 30 day's notice in writing to the other.
- Deliverables do not include original source files but only files in the format as specified in the Work definition. It shall be at The Uneasy Artist's discretion to make original source files available to the Commissioner 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 Commissioner under this agreement.

Postage/Pickup:

Some of our artworks, such as con badges, can be shipped physically.

- We can **only provide shipping to the UK and Ireland**.
- We can only tell you your shipping estimate once the commission is complete. Price of postage is not included in the commission cost.
- If sent by post/courier, your package will be insured in the case of loss or damage in transit and tracking will be provided.
- The Client is responsible for making sure their delivery address is correct.

Application process

- Opening of 'Commission Slots' will be announced **at least two weeks in advance** on the website, as well as Instagram and our other social medias.
- Clients can then communicate with The Uneasy Artist about their artwork ideas/requests, and if satisfied, clients will pay upfront.
- The Client will receive regular 'work in progress' photos at every stage through e-mail, Instagram or Telegram. Stages include; Simple Sketch, Final Sketch, Line art, and finally the finished piece.
- Clients are able to use their two free revisions at any period between a simple sketch and line art, but may be refused if the piece has reached the final stage and has been completed.
- We reserve the right to refuse an application for any reason. Reasons for refusal will not be disclosed and discussions will not be entered in to.
- We ask that all instructions are confirmed in writing. We will assume that whoever gives such instructions has the authority to do so.
- It is vital that you provide us with all relevant information and that you keep us informed of changes in circumstances.

Cancellations/Refunds/Repairs/Complaints:

- We do not offer refunds.
- It is our commitment to provide you with a high level of Client service at all times. Should you have cause to make a complaint you should address your complaint to us as soon as possible, in writing, setting out clearly the nature of your complaint. This will be acknowledged within five working days, and we will work with you to find an amicable solution.

Rights, profit and advertisement.

- Once the artwork is complete, it belongs to the client and can be used in any personal way the client sees fit. However, the Client does **not have permission** to monetise and profit off of the artwork.
- The copyright in the Work, including all preparatory designs for the Work which includes but is not limited to sketches, graphic works, project development and other matters ("Artwork"), commissioned by the Client shall be retained by the Illustrator.
- The Client accepts that the use of the Work and Artwork is restricted to personal, non-commercial ways. Further use of the Work or Artwork is subject to an additional licence to be granted by The Uneasy Artist. Both parties shall negotiate the terms of the additional licence in good faith.
The Client shall ensure that The Uneasy Artist is credited in any public use of the Work. This includes sharing the work on social media, uses as profile pictures.

Governing Law

These terms of engagement and any accompanying or associated engagement documents/agreements shall be governed in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in conjunction with them.

Data Protection

Under the Data Protection Act 2018 we undertake to comply in all our dealings your personal data. Your personal information will be kept secure.

Under the Data Protection Act 2018, a person that believes that we hold their personal data has a number of rights including the right to see the personal information about you that we hold in or records.

Important notes:

- Clients cannot moved up the queue once their position has been set, however they can request to be moved back in the queue. This does not automatically pause the payment period. Any changes to payment terms must be agreed in writing.
- We treat our Clients with respect and professionalism. Please grant us politeness in return.
- Our contract is completed once the completed artwork has been delivered to the Client.

- If you have any additional questions prior to commissioning me, please contact me ASAP so that I can answer them.

If you agree to these terms, please sign and date this document.
Thank you for working with us.

Client Name:

Date of Signing: