# TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PICTURES FROM HANNAH SHERGOLD LTD

1. **Terms and Definitions:**
	1. ‘artwork’ includes a painting, drawing, sketch, photograph, images, transparency, negative, digital scan, design, sculpture, engraving or any other item which may be offered for the purposes of reproduction;
	2. ‘sculpture’ includes a 3-dimensional model in any medium, including bronze, silver, clay, resin, plasticine or wax, and includes any artwork relating to the production of that model, including the mould;
	3. ‘reproduction’ includes any form of publication or copying of the whole or part of any artwork and whether or not altered by size, medium, printing, photography, slide projection (whether or not to an audience) xerography, artist’s reference, artist’s illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means;
	4. the Artist (otherwise known as Hannah Shergold) is the creator of the picture or sculpture, or the painter or sculptor;
	5. the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party);
	6. Hannah Shergold Ltd administers the licensing of the works of the Artist, Hannah Shergold and is the trading name of a company registered in England;
	7. ‘Hannah Shergold’ is a registered Trademark;
	8. These terms and conditions represent the entirety of the agreement between Hannah Shergold Ltd and the Client. Any variation is only applicable when agreed in advance and in writing.
2. **Copyright and Ownership of Materials:**
	1. The entire copyright in the artwork is retained by the Artist, Hannah Shergold at all times throughout the world and is administered by Hannah Shergold Ltd;
	2. Title to all artwork remains the property of the Artist;
	3. Images of any artwork may be licensed for use for a specified period. When the License to Use has expired, the images should be returned to the Artist and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Artist reserves the right to make an additional charge for continued use after this period;
	4. No property or copyright in any pictures shall pass to the Client whether on its submission or on Hannah Shergold Ltd’ grant of reproduction rights in respect thereof;
	5. Hannah Shergold asserts both her moral right to be identified as the author of her work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988;
	6. Unless otherwise agreed in writing if any artwork is reproduced by the Client which omits the copyright notice or credit line specified by Hannah Shergold Ltd the Client shall be subject to an increase specified by Hannah Shergold Ltd, and in any event an increase of not less than 25%.
3. **Use and Reproduction:**
	1. The License to Use images of any artwork only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received by Hannah Shergold Ltd;
	2. Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;
	3. Reproduction rights of any images of artwork (if and when granted) are strictly limited to the use and period of time specified on Hannah Shergold Ltd’ invoice. An agreement must be reached with Hannah Shergold Ltd before the artwork is used for a different purpose or after the license to use has expired;
	4. Reproduction rights are not issued exclusively to the Client except when specified on the invoice or otherwise in writing;
	5. Hannah Shergold Ltd retains to the right to reproduce any artwork at any time;
	6. Hannah Shergold Ltd and the Artist reserve the right to publish images of any artwork for the purposes of marketing and advertising, including the artwork itself.
	7. Reproduction rights granted are personal to the Client and may not be assigned, nor may any artwork submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights;
	8. Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied;
	9. Hannah Shergold Ltd reserves the right to refuse to supply or grant a reproduction license to a third party when requested to do so by the Client;
	10. On the Client’s death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Hannah Shergold Ltd may at any time thereafter inspect any records, accounts and books relating to the reproduction of its artwork to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.
4. **Definitions of Reproduction Rights:**

The following terms are used when describing the reproduction rights granted by Hannah Shergold Ltd and the Artist to the Client:

* 1. Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client’s premises; editorial use in the Client’s intranet site;
	2. PR and Press distribution: The right to use the pictures as described in 4(a) plus a license for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication;
	3. Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice;
	4. Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.
1. **The Commission Process:**
	1. The Client will be required to complete a Booking Form, on receipt of the booking form, Hannah Shergold Ltd will send an email as confirmation. The booking will then be considered Confirmed. The booking form will specify the medium, size, style, subject, estimated completion date and estimated delivery date;
	2. Once the Client has made a booking the Artist reserves the right to take on other work simultaneously;
	3. On receipt of the booking, an invoice will be issued for a non-refundable deposit will be due, payable to Hannah Shergold Ltd, on receipt of the invoice by the Client. The deposit will be not less than 50% of the total value of the commission.
	4. The remainder of the payment schedule will be laid out in the invoice to the Client.
2. **Payment Terms:**
	1. Payment terms for all invoices are strictly 14 days (two weeks) unless agreed in advance and in writing;
	2. If payment is not made in accordance with (a) above then Hannah Shergold Ltd may rescind any Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998;
	3. A fee of £20 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuance of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices;
	4. The Client’s right to reproduce artwork arises only when Hannah Shergold Ltd’ invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling Hannah Shergold Ltd to rescind the Agreement and rendering the Client liable for the payment of damages;
	5. If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 14 days from the issue date, and that Hannah Shergold Ltd may consider these invoices as overdue when pursuing legal action for the recovery of said debts.
3. **Rejection**
	1. The Artist will produce a commissioned artwork in accordance with the Client brief, which will in turn be reflected in the invoice;
	2. Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.
4. **Delivery**
	1. Approximate delivery dates will be agreed with the Client at the point of sale. Due to the variable drying times of the materials used in the production process, Hannah Shergold Ltd reserves the right to extend this time, but will keep the Client informed;
	2. Delivery will only take place once full payment is received.
5. **Liability and Indemnity:**
	1. While Hannah Shergold Ltd takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client of by any third party arising from use or reproduction of any artwork;
	2. The Client agrees to indemnify Hannah Shergold Ltd in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Hannah Shergold Ltd;
	3. It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Hannah Shergold Ltd gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. In the event that the picture is issued or reproduced by or with the authority of the Client then the Client shall indemnify Hannah Shergold Ltd against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.
6. **Applicable Law:**
	1. This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive direction of the Courts of England;
	2. No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties;
	3. Email communication constitutes a contract in law, unless the Client specifically states they will not accept this and instead provides hardcopy paperwork of all relevant agreements and contracts.
7. **Client Confidentiality:**
	1. The Artist and Hannah Shergold Ltd will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the artwork, save as may be reasonably necessary to enable the Artist or Hannah Shergold Ltd to carry out their obligations in relation to the commission.