

AGENCYRUSH TERMS AND CONDITIONS

01. This is an agreement between the Artist and the Client which incorporates the terms detailed overleaf. The Artist's duly appointed agent is Agency Rush Ltd.
02. All fees detailed overleaf will be negotiated by Agency Rush for and on behalf of the Artist. All payments detailed overleaf should be made to Agency Rush Ltd.
03. The reference to Artwork shall include roughs, the final artwork, photographic materials and any electronic storage materials which are delivered to the Client.
04. The Artist retains ownership of copyright and all other rights in the Artwork excepting those detailed overleaf. The Artist is entitled to license or otherwise grant rights to third parties in respect of the Artwork. The Client hereby accepts and acknowledges that if it requires any rights in addition to those granted overleaf, it must seek express permission and negotiate an appropriate license fee.
05. The Client shall not make any alteration to the Artwork unless agreed in writing by Agency Rush. 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 total agreed production and license fee. It is agreed that the Artwork shall be returned to Agency Rush within three months of the date of invoice.
06. Ownership of copyright is not affected by ownership of the Artwork. Agreed usage detailed overleaf only shall apply.
07. Full payment will be made to Agency Rush within thirty days from the date of invoice, failing which Agency Rush will be entitled to charge the Client a premium of 2% above the prime rate of the Artist's bank. All rights detailed overleaf will be retained by the artist until full payment has been received by Agency Rush.
08. The license granted is exclusive to the Client named overleaf. The Client is responsible for all reproduction fees. The license may not be sublicensed by the Client to any third party.
09. The Artist retains the right to use the Artwork for self-promotional purposes and to credit the image(s) as he/she so desires.
10. The Artist shall not be held responsible for any consequential loss following the late delivery of Artwork. All courier fees relating to the job shall be paid for by the Client.

11. If the commission is cancelled the fees payable will be as follows; 25% of agreed fees plus expenses before delivery of roughs, 50% of agreed fees plus expenses after the delivery of roughs and 100% of the agreed fee plus expenses after the delivery of the final Artwork.
12. In the event of artwork being rejected by the Client, fees are payable as follows; 50% of agreed fees plus expenses if rejected at rough stage. If a rough has not been requested then 75% of agreed fee plus expenses will be applicable.
13. The Client hereby indemnifies both the Artist and Agency Rush against any and all liability, reasonable expenses, losses, damages or claims which may be suffered or incurred as a result of each and every claim by any third party for infringement of copyright or moral right (as set out in the Copyright, Designs and Patents Act 1988) arising from the creation and/or publication of the Artwork or any modification thereof and for the avoidance of doubt this includes any items or element comprising the Artwork which was originated by the Artist, the Client or a third party.
14. The Client will supply six proofs or printed copies of the printed Artwork.
15. These terms and conditions shall be construed and governed by the laws of England and Wales.

PLEASE NOTE – PLEASE PROVIDE WRITTEN NOTIFICATION WITHIN 48 HOURS OF RECEIPT OF THIS DOCUMENT IF ANY OF THE ABOVE TERMS AND CONDITIONS DETAILED HEREIN OR OVERLEAF ARE NOT ACCEPTABLE, FAILING WHICH THEY SHALL BE BINDING TO THE CLIENT.