

# Terms and Conditions for Pet Portrait Commissions

By commissioning a pet portrait, you agree to the following terms and conditions

## 1. Commission Process

- **Inquiry:** Include details such as the type of pet, preferred pose, and any specific requests.
- **Reference Photos:** High-quality, clear photos of your pet must be provided. The artist will use these images as a reference for the portrait.
- **Consultation:** The artist may request additional information or photos to ensure the best possible likeness. This is crucial for capturing the unique characteristics of your pet.
- **Approval:** Artist and client agree on the photograph and other requested details. Photograph must be provided or the booking may be delayed.

## 3. Pricing and Payment

- **Deposit:** A non-refundable deposit of 40% of the total price is required to confirm the commission. Booking will not be made until this deposit is received.
- **Final Payment:** The remaining balance is due upon completion of the artwork and prior to delivery.
- **Payment Methods:** Payments can be made via Paypal Invoice or Bank Transfer. For Paypal Invoice client will provide valid Paypal email.

## 4. Turnaround Time

- **Estimated Completion:** The artist will provide an estimated completion month upon acceptance of the commission.
- **Delays:** In case of any unforeseen delays, the artist will notify the client as soon as possible.

## 5. Revisions

- **Minor Adjustments:** The artist allows for minor adjustments (e.g., color tweaks, small detail changes) during the process. Any *significant* revisions after the approval of the sketch or after completion may incur additional charges. The artist will communicate if a specific revision isn't possible.

## 6. Delivery and Shipping

- **Shipping:** Shipping costs are the responsibility of the client. There is a flat fee of £10 for any orders made within the UK and £15 for outside of the UK. Shipping for particularly large orders might incur a further cost due to insuring the package for any damage/loss.
- **International Shipping:** The client is responsible for any customs fees or taxes that may apply.

## 7. Cancellations and Refunds

- **Cancellation by Client:** If the client decides to cancel the commission after the deposit has been paid and work on the commission has begun, the deposit will not be refunded. No refunds will be issued once the final artwork is completed and approved.
- **Cancellation by Artist:** If the artist needs to cancel the commission before the artist has begun work on the portrait, the client will receive a full refund, including the deposit.

## 8. Copyright and Usage Rights

- **Artist's Rights:** The artist retains all rights to the commissioned artwork, including the right to use images of the artwork for promotional purposes (e.g., portfolio, social media, website). The client may opt out of social media uploads and livestreams but this must be communicated.
- **Client's Rights:** The client receives the physical artwork and the right to display it for personal use. The client may not reproduce, sell, or distribute the artwork without the artist's permission.
- **Digital Use:** If the client wishes to share the artwork online, proper credit must be given to the artist.

## 9. Client Responsiveness

- **Failure to Respond:**
  - **Delays:** The artist is not responsible for any missed deadlines or delays resulting from a lack of client communication.
  - **Extended Non-Response:** If the client fails to respond within 2 weeks, the artist reserves the right to pause the project temporarily. The project will not resume until communication is re-established.
  - **Project Termination:** If the client remains unresponsive for 4 weeks, the artist reserves the right to terminate the project. In such a case, any payments made up to that point will not be refunded, and the artist may retain the deposit as compensation for time spent on the project.
  - **Portrait Reservation:** If the client continues to be unresponsive after the portrait has been completed, the artist will reserve the portrait for up to 12 weeks. If communication is not re-established, the artist reserves the right to re-sell the portrait to compensate for lost time. Regardless, the artist will retain possession.

## 10. Agreement

- By commissioning a portrait, you acknowledge that you have read, understood, and agreed to these terms and conditions.