



TERMS AND CONDITIONS

This is a summary of the main terms and conditions that apply to your contract with Marta Madaiva Illustrations (MMI). If you have any queries, would like further details or wish to use material to promote Marta Madaiva Illustrations, please contact info@martamadaivaiillustrations.com.

1. All designs and illustrations are the copyright and property of MMI. MMI's permission must be obtained to copy any part of the design or reproduce in any way material that is featured in the stationery or illustrations.
2. Artwork created by MMI for a customer can be used by MMI to promote their business and products. Copyright is reserved to Marta Madaiva Illustrations for all items including drafts and sketches.
3. MMI will consult with a customer or their representative on initial requirements and produce a brief summary of the items to be produced and an estimate of the fee for completion of them and despatch fee and date. MMI make no charge for this consultation other than reimbursement of travel expenses for personal attendance at meetings. MMI will make any such fees clear before any consultation and will also indicate any further consultation fees that may arise should further advice be necessary.
4. One or more first draft sketches will be prepared by MMI which are intended to illustrate what each completed item will be like as an outline and guide for a customer. This first draft artwork will commence upon receipt by MMI of agreement to the proposals made at consultation and 50% of the fee specified.
5. MMI's quoted fee will include making up to two significant changes to a first draft sketch within a specified timescale. MMI will at their sole discretion determine what is significant in this respect and the timescale will be detailed in the summary provided. Further changes to a draft sketch requested by the customer and not due to error or omission by MMI will require amendment to the fee and timescale for completion and a fresh agreement between MMI and the customer before further artwork is produced.
6. The balance of the agreed fee is required to be paid in full after the customer's approval of the rough sketch. The artwork will be finished only when cleared funds covering the whole fees agreed are received.
7. A customer may cancel production of artwork at any time but MMI will not refund the initial 50% payment where work on draft sketches has commenced. If work has not commenced then a partial refund may be made of any balance after deduction of an amount retained to cover MMI expenses incurred to date. Whether a refund is made

and the amount is determined at the sole discretion of MMI.

8. In the event of cancellation by the customer of an order where work has commenced on the final products MMI will be entitled to receive the full amount due with no refund considered in any circumstances other than error or omission by MMI.
9. A proof of all items containing text will be supplied to the customer for approval prior to final production processes. The customer is responsible for checking the accuracy of all text in the artwork supplied. If mistakes are found after proofreading there will be a further fee for correction that will require to be paid before work is completed.
10. MMI does not make a replica of any photograph supplied. The artist works from photographs and interprets the subjects at her discretion.
11. The nature of materials employed such as medium, brushes, colours, papers is at MMI's discretion taking into account the customer's request during the initial consultation and correspondence.
12. There may be differences in the colour, texture, size or position when a final product is compared to drafts or suggestions. These cannot constitute errors or entitle a customer to seek a refund.
13. Customers are reminded that colours might appear differently on screen than in print.
14. Framing of artwork is not included unless specified in the product agreement.
15. MMI will endeavour to package products securely and to ensure damage is minimised in transition but are not liable for replacement or repair or any loss suffered as a result of damage to items once despatched. Customers may request despatch by an insured delivery service and pay such extra charge as incurred by MMI.
16. Shipping will normally be by such national or international service as MMI determine and an estimate of the fee for despatch of products required will be made in the fees quoted and agreed. Should changes in an order or delivery service fees occur then MMI will advise the revised cost and any additional charge will be required to be paid prior to despatch.
17. MMI does not retain photographs the customer has provided in association with artwork production or background information but may wish copies of such photographs to be shown with artwork as samples and the customer's consent to use them for such purposes will be sought.
18. These terms and conditions can be updated by MMI at any time without notice but no change can result in an increase in fees for services provided by MMI or in the timescale for completion of work without prior agreement with the customer.

19. In the event of dispute as to the interpretation of these terms and conditions or any matter concerning contracts between MMI and a customer, MMI agrees to abide by decisions made by an independent arbiter appointed by MMI and will make every effort to comply fully with legal requirements in such countries as appropriate in furtherance of good practice and to ensure fairness in all their dealings.