

TERMS & CONDITIONS FOR COMMISSION

As a specialist illustrator of brand icons, Chris Mitchell is often contributing to very high profile brand projects. Please appreciate Chris Mitchell is not party to the large production costs often attributed to a new brand launch. Open-ended high risk financial liability agreements in order for clients to be indemnified against any financial loss whatsoever are not realistically workable, given that his fee represents only a tiny proportion of the total project investment.

CODE OF CONDUCT

Chris Mitchell's work is original to him although for your own benefit please understand trade mark registration of his work can not be guaranteed. It is impossible to be aware of all competitive Illustrations, designs and icons in the global market place. In order for the client to present Chris Mitchell's commissioned work for trade mark registration a full buyout fee will need to be paid to establish copyright ownership. A modest buyout cost will be provided in the guide price.

All communication with clients is regarded as strictly confidential. Permission from the client will be sort if any third party services are required to assist in any project. Whilst every effort is made to reach deadlines, the client will be informed at the earliest opportunity if deadlines can not be met. Chris Mitchell will do his best to be obtainable for contact during the process of the work. Clients will be informed if other work is being completed at the same time as the clients commissioned work, however the detailed nature of all work will be kept strictly confidential.

Where possible clients will be provided with detailed costs via email or fax. Minor alterations other than change of brief are provided for in the stages of development. If the client cancels the work whilst in progress the client will pay for work completed to date.

In the unlikely event that the client rejects the final artwork, a rejection fee will be agreed that applies only to the artwork fee. Ownership of the work will remain with Chris Mitchell. The client will not be able to use the work unless full payment has been paid.

COPYRIGHT/OWNERSHIP

Development Visuals and Concepts: Rough visuals, concept roughs and sketches are priced for presentation use only. They are not provided copyright free. They may not be used for the benefit of any other projects, sold on to a third party, used for a third party's benefit or produced as artwork without written permission from Chris Mitchell and a buyout or usage fee agreed.

Note: It is in all parties interest that hybrid designs do not appear on the market place so that legal contest can be avoided.

Artwork: Chris Mitchell owns copyright for his work unless a total buyout fee has been paid and specified in writing as a requirement of the brief. For a modest fee clients have the choice of purchasing full buyout or restricted usage under a licence agreement. Artwork usage fee takes into consideration market place, life-span and exclusivity at the time of brief. Please contact Chris Mitchell for further usage if usage time has elapsed or market area is increased. The client has no usage rights to the work until payment has been paid.

Self Promotion: Chris Mitchell retains usage of the commissioned work for his own promotion, even if buyout has been purchased. Please inform Chris Mitchell when the work is in the public domain. All images featured on Chris Mitchell's folio websites have reserved copyright and may not be used for any purpose. Epic Icons is a registered trade mark.

LIABILITY

Chris Mitchell or Epicicons will not be held financially liable for any costs sustained by you, the client, as a result of the following:

Trade Mark Law: If Chris Mitchell's work infringes on any other designs or illustrations in the public domain or in the process of development with regards to copyright or trade mark law. It is for the client to present the work to the correct bodies in order for the work to be presented for trademark registration in the required official manner. See web links for information.

Deadline and Delivery: If agreed deadlines are not met or if the commissioned work is rejected or cancelled.

Confidentiality: Any accidental breach of confidentiality out of Chris Mitchell's control or any third party associated with the commissioned project. Communication via email cannot be regarded as a confidential means of communication.

Computer Virus Damage: Any possible damage to your business and computer systems that your sustain resulting from receiving emails, files or opening any attachments. Any loss or damage related to viewing Chris Mitchell's web sites or related web links.

Loss of Work: Any accidental loss or damage to any material goods that have been entrusted to Chris Mitchell/ Epicicons or any of Chris Mitchell's associates for the benefit of the commissioned work, other than their material value. Any loss of commissioned work due to human or computer failure.

Work Restriction: Chris Mitchell will not work on the same job for two or more competitive clients pitching for the same work at the same time. He cannot however be restricted in servicing his many national and international clients other than the above.

Thank you for taking the time to read this page. Please contact Chris Mitchell should you require further clarity.