

MAMMALcreate Ltd

Terms and Conditions to Clients

Ownership of Copyright

1. The copyright of Artwork commissioned by the Client shall be retained by MAMMALcreate Limited. Ownership of copyright shall only change hands upon the execution of a formal assignment agreement.
2. Under these terms and conditions and dependent upon MAMMALcreate Limited having received payment in full of all monies due MAMMALcreate Limited will grant a sole license to the Client or the Client's customer (where the Client is acting as an intermediary) to use the Artwork. No reproduction or publication rights will be licensed unless and until all sums due have been paid.
3. The licensed rights will be limited to reproduction of the Artwork solely for the purposes set out on the estimate and is for use in the United Kingdom only.
4. During the life of the licence, MAMMALcreate Limited shall notify the Client of any proposed exploitation of the Artwork for purposes other than self-promotion. The Client shall have the right to make reasonable objections if such exploitation is likely to be detrimental to the business of the Client or the Client's customer.
5. Where the Client or Client's customer wants to use the Artwork for purposes other than those set out in the estimate MAMMALcreate Limited will extend the licence upon payment of a further fee to be mutually agreed between MAMMALcreate Limited and the Client.
6. The rights of the licence to the Client or the Client's customer may not be assigned or sub-licensed to third parties without MAMMALcreate Limited's consent.

Satisfaction

7. The Client shall make an immediate objection upon delivery if the final product is not in accordance with the brief. If such objection is not received by MAMMALcreate Limited within 21 days of delivery, it shall be conclusively presumed that the final product is acceptable.

Payment

8. The Client shall pay all invoices within 30 days of their receipt. Interest at a rate of 2% per month is payable on any balance unpaid after 30 days of the date of invoice.

Cancellation

9. If a commission is cancelled by the Client, the Client shall pay a cancellation fee, in line with the estimate.
10. In the event of cancellation, ownership of all rights granted under these terms and conditions shall revert to MAMMALcreate Limited unless the Artwork is based on the Client's visuals or otherwise agreed.
11. MAMMALcreate Limited has the right to terminate upon reasonable notice in the event of any breach of these terms and conditions or at its absolute discretion.

Changes

12. If the Client alters the brief and requires subsequent changes, additions or variations, MAMMALcreate Limited may require additional consideration for such work. MAMMALcreate Limited reserves the right to refuse to carry out changes, additions or variations which substantially change the nature of the commission.

Warranties

13. Except where Artwork is based on reference material or visuals supplied by the Client, or where otherwise agreed, MAMMALcreate Limited hereby warrants that the Artwork is original and does not infringe any existing copyright, and further warrants that they have not used the Artwork elsewhere.
14. The Client warrants that any necessary permissions have been obtained for the agreed use of reference material or visuals supplied by the Client, or the Client's customer, and shall indemnify MAMMALcreate Limited against any and all claims and expenses, including reasonable legal fees, arising from MAMMALcreate Limited's use of any materials provided by the Client or the Client's customer.

Ownership of Artwork

15. MAMMALcreate Limited shall retain ownership of all Artwork (including roughs and other materials) delivered to the Client.
16. MAMMALcreate Limited's original Artwork shall not be intentionally destroyed, damaged, altered, retouched, modified or changed in any way whatsoever without their prior written consent.

Credits/Moral Rights

17. The Client shall ensure MAMMALcreate Limited is credited in any editorial use of the Artwork. Credits for non-editorial use are not required unless so indicated by MAMMALcreate Limited.
18. MAMMALcreate Limited hereby waives the right to injunctive relief for breaches of the right of integrity and the right of paternity.

Samples

19. Unless otherwise agreed, MAMMALcreate Limited shall be entitled to receive not less than four proofs or printed copies of the finished product.

Notices

20. All notices shall be sent to MAMMALcreate Limited and to the Client at the address provided by the Client. Each party shall give written notification of any change of address to the other party prior to the date of such change.

Governing Law

21. These terms and conditions are governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the English Courts.
22. The unenforceability of any single provision of terms and conditions will not affect any other provision thereof.