

Terms & Conditions

INITIAL CONCEPT DELIVERY: Leigh Sugden will begin the artistic development process upon receiving the signed Commission Brief/Purchase Order Form and a 50% non-refundable retainer of the final fee. The client will be notified by e-mail upon receipt of this, thus confirming the start of the agreed project. Leigh Sugden will produce the artwork within a reasonable amount of time, based upon the agreed schedule, discussed in the initial meeting/correspondence with the client and Leigh Sugden.

CREATION: Leigh Sugden agrees to always undertake work to the best of their ability. *Due to the subjective nature of art, the artist will charge accordingly, for any time incurred to create the artwork/s, even if the Client does not wish to continue, once the piece is near completion.

DUE DATES: Leigh Sugden agrees to deliver the agreed piece/pieces of artwork, on dates, as agreed upon in the proposal/original meeting/via proven e-mail records or signed completed purchase order. Leigh Sugden will make every effort to meet agreed due dates. *The Client should be aware that their failure to submit required information or materials, i.e. photography of the proposed space for their commission, for reference or replies to emails/correspondence, which might cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished works and add additional costs to the end result.

REVISIONS AND ALTERATIONS: There may be changes in Client input or direction or excessive amends along the design process and it is our pleasure to ensure that the client is happy with the end results, within reason. **Excessive amends outside the agreed works, may be charged at £25.00 per hour at the designer's discretion. *Any work the Client wishes Leigh Sugden to create, which is not specified in the signed Purchase Order, will be considered an additional service i.e. an additional painting, or print of the finished commissioned artwork, perhaps. Such work shall require a separate Agreement/Purchase Order and payment in addition to the above works, which are specified in this Agreement.

*New work requested by the Client and performed by Leigh Sugden after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision to you, and potentially a revised, additional fee, must be agreed, to this, by both parties before further work proceeds. Clients alterations and other changes requested after artwork/s is/are completed may be billed at standard hourly rates, at the designer's discretion, as mentioned previously.

PROJECT DURATION: Client agrees to provide timely responses to Leigh Sugden after receiving at least one status notification from Leigh Sugden. If after 30 days the Client has failed to so respond, Leigh Sugden will assume the Project is complete and the Project shall be deemed to be complete. At such time, Leigh Sugden shall have no further obligation to the Client, and the Client shall pay Leigh Sugden all fees and expenses associated with work performed by Leigh Sugden.

PAYMENT: We request a 50% non-refundable retainer to begin any works. The final remaining 50% is due just before the artwork is delivered to the client. If the project is larger, i.e. there are several commissions at any one time for a Client, a further 30% is usually due at the midpoint of the creative stage, with the remaining 20% to be settled upon completion, before any artwork is sent to the Client.

**Payments can be made via Paypal (but will incur a small cost to acknowledge the fee Leigh Sugden will be charged at her end) or in cash or BACS transfer, online using debit or credit card and now we have introduced Klarna payments, enabling our Clients to pay over a 3 months period without additional interest.

*No cheques are accepted.

*There are no exceptions to this, i.e. If the client decides they no longer want to proceed with the work/s, as they have commissioned the work/s elsewhere - they are still obliged to pay for the artwork that has been commissioned by Leigh Sugden, if works have begun, to the full agreed amount. Non-payment will result in legal action being taken if necessary. Once full payment is received for a project, it is assumed that the project has been completed to the clients' satisfaction and no refunds can be offered, unless there has been damage in the delivery process, which has been evidenced with pictures and compared to our own images taken prior to delivery. Please see our refund section.

EXPENSES: The Client is responsible for all shipping costs, which will be calculated and discussed in full with them prior to shipping.

INVOICES: Invoices submitted to the Client by Leigh Sugden are due upon receipt.

RESERVATION OF RIGHTS: All rights not expressly granted hereunder are reserved to Leigh Sugden, including but not limited to all rights in sketches, comps, or other preliminary materials.

RIGHTS OF OWNERSHIP: Leigh Sugden owns all designs. Upon completion of Work, the copyright will still be owned by Leigh Sugden. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Leigh Sugden. All concepts, or other preliminary materials, which are not selected by the Client or are not included into the final delivery, remain the full property of Leigh Sugden.

*We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm newsletter, brochures, slide presentations and similar media. We also reserve the right to use those photos and sell them for printed artwork purposes.

TERMINATION: Either party may terminate this agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Leigh Sugden shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Leigh Sugden and Leigh Sugden shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Artist are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of a joint venture with the other party. Neither the Client nor Artist has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

7 DAY WINDOW: Leigh Sugden allows the client 7 calendar working days to change their mind and cancel any art services, but if work is undertaken during this time, at the request of the Client, if the project is to a tight deadline for example, Leigh Sugden will seek to recover any costs (including creative time) up until that point if they exceed the retainer paid. The retainer paid is non-refundable and covers any incurred costs to Leigh Sugden during said time.

SIGNATURE: Signature and agreement to this document is to be shown and dated on the purchase order, included and of the same date, as these T&C's – 9th Feb 2022.

Thank you for your interest in our services. By hiring Leigh Sugden, and signing up as a Client, you agree to be legally bound by these Terms and Conditions. Please read these terms carefully. If you have any questions please do not hesitate to ask prior to work commencing on a commissioned piece of original Leigh Sugden Art.

Leigh Sugden

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facebook.com/leighsugdenart