

## TERMS AND CONDITIONS OF PHIL GIBSON DESIGN

The acceptance of any 'Order' is on the understanding that the 'Purchaser' agrees to the following Terms and Conditions:-

(1)Definitions of Terms:-

- 'Artist/Designer' means Philip Gibson of Phil Gibson Design.
- 'Purchaser' shall mean the person or company described in the Order.
- 'Price' as set out in the Order.
- 'Artwork', 'Paintings', 'Drawings' and 'Prints' shall mean the artwork as set out in the Order.
- 'Roughs' shall mean the draft document as described in the Order.
- 'Services' shall mean the consultancy services as set out in the Order.
- 'The Design' shall mean the Artwork, Pre-artwork or Roughs provided by Philip Gibson of Phil Gibson Design.
- 'The Order' shall mean the provision of Paintings, Drawings, Prints, Designs by the 'Artist/Designer'.

(2)Unless otherwise agreed by the 'Artist/Designer' and the 'Purchaser' any payments due shall be made within 30 days of the date of the invoice. This is in respect of the 'Artists' design services.

(3)The 'Artist/Designer' shall retain all interests, rights and titles in the Design until payment has been made in full.

(4)The Design, Pre-artwork and Roughs shall remain the property of the Artist/Designer' until payment has been made in full. This is in respect of the 'Artists' design services.

(5)The 'Purchaser' is deemed to have notice of the 'Artist/Designers' charges or daily rate in full. This is in respect of the 'Artists' design services.

(6)Unless otherwise agreed the fees for any commissioned Design services shall be charged at the rate specified in the order. This is in respect of the 'Artists' design services.

(7)The 'Purchaser' may not vary the price in the order unless confirmed in writing by both the 'Artist/Designer' and the 'Purchaser' before the goods are dispatched or the services commence. This is in respect of the 'Artists' design services.

## COPYRIGHT AND DESIGN

(1)The 'Artist/Designer' cannot be held responsible for any infringement of copyright of a third party on any 'Design' that the 'Purchaser' has requested the 'Artist/Designer' to work upon or modify by the 'Artist/Designer' as part of the Order. The 'Purchaser' shall indemnify the 'Artist/Designer' against any costs, claims, damages, expenses (including any legal costs or expenses incurred by the 'Artist/Designer' made by a third party in respect of any such infringement). This is in respect of the 'Artists' design services.

(2)Unless otherwise agreed the 'Artist/Designer' retains full copyright and all other intellectual Property Rights in the finished 'Design' and commissioned 'Pre- Artwork' or 'Roughs.' This is in respect of the 'Artists' design services.

(3)For the avoidance of any doubt all original 'Designs/Roughs/Pre Artwork' will be returned to the 'Artist/Designer' in its original condition for personal use in the 'Artist/Designers' portfolio unless otherwise agreed with the 'Purchaser'. This is in reference to any 'Design' services

(4)Unless otherwise agreed in the 'Order' the 'Artist's/Designers' name may not be used in the ' Artwork' or the 'Design' by the 'Purchaser' without a specific agreement with the 'Artist/Designer'.

(5)Purchase of the original 'Design', 'Paintings' or 'Artwork' does not include Copyright Assignment. The 'Artist' retains all copyright on any reproductions of his work. He is the licensor who can instruct the 'Purchaser' to reproduce his work in a specific way and for a limited period of time. All electronic/digital copies of the 'Artists' work are also within the copyright of him.

The 'Artist/Designer' will remain copyright holder and first owner for the life of the 'Artist' plus an additional 70 years (The 70 year rule) of the 'Artwork', 'Design', 'Paintings', 'Drawings' or 'Prints' set out in the 'Order'.

(6)The 'Purchaser' can request to purchase the copyright for a separate 'Price', which would include the rights to reproduce the 'Design', 'Artwork', 'Paintings', 'Drawings' or 'Prints' for sale.

## CARRIAGE, EXPENSES AND DAMAGES

(1)All 'Designs/Artwork/Pre-Artwork/Roughs' will be packed and delivered to the 'Purchasers' address at the cost of the 'Purchaser'. This condition is mainly in respect of International 'Purchasers' and 'Purchasers' who specifically require Orders to be delivered by urgent request or require security or courier services.

(2)All website 'Orders' are dispatched to the 'Purchasers' requested delivery service on the 'Ordering' page of the website. Sometimes during transit & postage 'Orders' can be delayed or lost. In the unlikely event of this happening we can make a claim using the appropriate methods for the service that the 'Purchaser' requested. Any damages as a result of the service requested must be made to the 'Artist' within 24 hours of receipt so that the remedial action can be taken.

(3)All website 'Orders', are stringently and individually checked by the 'Artist' before packaging. In the unlikely event of a damaged 'Print' being sent out from the 'Artist' please return within 7 days of receipt, for an exchange or refund for the full value of the 'Order', less delivery charges. It is the 'Purchasers' responsibility to cover the return postal charges. The 'Purchaser' is responsible for any damage to the 'Artwork/Paintings/Prints' in transit to the 'Artist'.

(4)Any expenses resulting from any specific films, photocopying/printing services, computer services, specialist services and travelling required by the 'Purchaser' shall be at the cost of the 'Purchaser'. This is in respect of the 'Artists' design services.

#### PRINTING MEDIA

(1) All prints are reproduced on quality archival papers using light fast inks with a minimum paper weight of 250gsm by a third party professional printer.

(2) There are several methods of printing that can be supplied i.e. 'Giclee', Offset litho' and 'Canvas'. Please refer to my website page 'Print Media' for more information on these processes and the type of print you will receive in your order.

(3) It is important to point out that the 'Print' that you receive may vary in terms of colour and detail from what you see on my website when viewed on your own computer monitor.

#### CANCELLATIONS AND AMMENDMENTS

(1) The 'Purchaser' shall pay the 'Artist/Designer' a fair and reasonable proportion of the fixed price the 'Artist/Designer' has incurred if by mutual consent the parties agree to terminate this agreement at any stage. This is in respect of the 'Artists' design services.

#### PRIVACY POLICY

(1) With regard to website 'Orders' it is your choice to provide personal information. Any personal information you disclose will not be used or disclosed in ways which you have not consented. By the 'Purchaser' entering into a transaction with the 'Artist' your information is treated confidentially and will be held securely.

(2) The website contains links to other websites or internet resources. When you link to one of these sites you are contacting another website and the 'Artist' has no responsibility or liability for or control over these websites.

(3) The 'Artist' may choose to send the 'Purchaser' information through mail or email regarding latest events, promotions and new exhibitions of work.

#### LIMITING LIABILITY

(1) The 'Artist/Designer' can only be limited to the value of the contract or any insurance cover that he may have. This is in respect of the 'Artists' design services.

(2) No variation shall be made in any contract or 'Order' made between the 'Artist/Designer' and the 'Purchaser' unless agreed between both parties under these Terms and Conditions. This is in respect of the 'Artists' design services.

(3) The 'Artist' may at its discretion, change or amend its policies and procedures with this agreement as they relate to the future use of the website from time to time without notice or liability to the 'Purchaser', by posting revised documents on the website.

(4) English Law shall apply to these Terms and Conditions/Agreement and the parties hereby submit to the exclusive jurisdiction of English Courts.