

Graphic Recording Terms and Conditions

This UTC covers most FAQs concerning conditions for the best service and cost saving options for the Client.

DEFINITIONS

THE ARTIST > the operator, Wayne Fleming T/A Wayne Fleming-Illustrator ABN: 70 551 906 713,

THE CLIENT > the person and/or Agent whose name appears at the bottom of the Booking form or Purchase Order.

THE BOOKING FORM > the document that often comes with this T&C document titled 'Cartoon Workshop Booking' to be completed for the Hiring of the Artist, also referred to as 'the Contract'.

THE VENUE > the building or address of general designated area for hiring of the Artist.

THE WORKSHOP > general word used for the Live Engagement, Seminar or Team Building Meeting.

THE ENGAGEMENT > The Hiring of the Artist for any commissions or services advertised at www.waynefleming-illustrator.com

THE BRIEF > The instructions by the Client *primarily* on the 'Cartoon Workshop Booking' form, but also may be in the form of other mediums of correspondence. *see Item 3(ii)*

1. ACCEPTANCE OF TERMS

This Terms & Conditions 3 page document may be appended to a "Graphic Recording Booking Form" or 'Cost Estimate' form.

For speed & simplicity, It is strongly advised that the Client sign & return the form provided.

If the Client prefers not to use the accompanying stationery and use their own official system, arrangement can be made, provided that all relevant items on the accompanying (above mentioned) form are addressed and deposit of monies to the Artist to commence the Commission will indicate acceptance of these Terms & Conditions. If terms on the Client's Stationery e.g. Purchase Order conflict with this Form, then the Artists Form prevails unless the Client raise the topic of conflict for negotiation.

2. DILIGENCE:

Wayne Fleming (the Artist) will undertake to apply his skill and experience to provide the service and will use all diligence in completing the task according to the Client's Brief in a timely manner.

3. CORRESPONDENCE

- (i). The primary correspondence recommended for the smoothest running of the engagement is at the "Special Details and/or Requirements" field on the attached Contract.
- (ii). If the Client writes in the 'Special Details and/or Requirements' field on the Booking Form (just) "refer to emails",
- (iii). (a) the Client must provide the date of the email and (b) the Artist can only take limited responsibility for the clarity of the initial instructions, particularly where the email thread is broken throughout
- (iv). The default all further correspondence & instructions must be in writing by email & the thread kept together according to each Subject conversation, please.. SMS or other forms of correspondence should be avoided on important instructions.
- (v). Verbal Contracts
- (vi). Generally not recommended, but exceptions may apply typically if Engagements are on short notice where time does not allow for processing of this official form. Where such a verbal contract is the only form of correspondence under such circumstances>
- (vii). The Artist cannot be liable for verbal misinterpretations. Any correspondence given verbally by telephone or meeting, where possible may be automatically recorded, and it is still strongly recommended the Client follow up such conversations in writing.
- (viii). If the Client does not wish (b) above, the Client must notify the Artist and follow up any further instructions in writing.

4. COPYRIGHT

The Artist retains all Copyright for any or his Artwork completed as part of, or during, the Workshop unless arranged otherwise by the Client, and until all payments are cleared.

5. Payment

- (i). For Work under \$1000 > the Cost Estimate in advance and any remainder on completion.
- (ii). For Work over \$1000> 50% up front the Cost Estimate, and the remaining on a 7 day account.
- (iii). For Work over \$3000> subject to negotiation
- (iv). If the Client chooses to not submit a signed Booking Form, and use their own Purchase Order stationery, the full estimated cost may apply upfront to secure the date.

6. COST ESTIMATES / QUOTES

Unless otherwise stated on this Booking Form, the Cost Estimate does not include the costs of additional services requested, international phone calls/faxes, travel, & extra reference & research.

Where these expenses are incurred, they will appear, at cost, as disbursements on the final account. *see Item10 Miscellaneous Fees*

7. PARKING AND ACCESS TO VENUE

When a Cost Estimate or Quote is given to the Client or Agent, the Client will reserve and/or pay for an exclusive Parking Space of close and unrestricted vehicular access to the Venue, with a **minimum height of 2.30 metres** to accommodate a Work Van with unrestricted pedestrian access no greater than 250 metres from the Work Area.

This is particularly important to mitigate further inconvenience due to rare circumstances out of the Artists control. (*see Item 9(c)*)

For clarity, the term 'Unrestricted' in this item is commonly termed 'Free' parking', but also applies to easy proximity.

It is the duty of the Client to advise if adequate Parking cannot be reserved and the price may be adjusted accordingly. (*See Item 12(ii)*)

- (i). If restricted access information is not disclosed the Performer will deem the Event as Exclusive Access, meaning free, priority and unhindered by Security or vehicle height restrictions.
- (ii). If exclusive access cannot be provided or guaranteed, free or otherwise, this booking still implies that Parking is of a close proximity, **no greater than 250 metres from the Work Area with a minimum height of 2.30 metres to accommodate a Work Van.**
- (iii). The Artist recognises that in some circumstances that parking may be unknown, typically in CBDs, Large Events, Complexes or Obscure & Remote areas. In difficult cases such as the above, the Artist may provide exceptions providing all information is disclosed to the Artist to advise of possible difficulties, (e.g.) information on best cheapest & unrestricted parking areas. It is the responsibility of the Client to disclose verbally, written or even hand drawn map diagrams to the best of ability.
- (iv). The Artist will bear no responsibility for late arrival if Article 8 is not adhered to.
- (v). In extreme circumstances where all access is restricted the Artist will attempt to phone The Client where telephone call is possible. If the Client does not respond to up to 3 telephone requests over a one hour period, the Artist reserves the right to abort the Performance and will not be liable for any losses to the Client & may charge any remaining sum owing.
- (vi). If the Client can provide evidence that Item 8(v) were due to exceptional circumstances beyond their control the Artist may at his discretion grant the Client a proportional refund determined by the Artist, based on evidence.

8. ARRIVAL AND SETUP TIME

- (i). The Venue

The Artist normally will, depending on conditions, subject to the Artist's discretion, grant as **free grace**, one half hour early Arrival time at the Venue Parking Area, reserved by the Client for the Artist, to familiarise with the location. This time is granted as :

- (a) not conditional to the contract, and
- (b) a precautionary measure to mitigate lateness due to circumstances unforeseen and/or out of the Artists reasonable control.

- (ii). Work Area

If conditions in this Contract are adhered to, (*see Item7 Parking & Access*), then by default the Artist requires only 15 minutes from arriving at the Work Area to setup the Artist's basic Work Kit.

However, for punctuality the Artist will *endeavour* to arrive at the Work Area about 30 minutes early to check requirements are accommodated.

(iii). Lateness

- (a) In the rare event of Lateness due to circumstances beyond the Artist's control, to the best ability, the Artist will endeavour to contact the Client's appointed Contact person by the phone number provided by the Client on the Booking Form, as early as possible should lateness be a possibility.
- (b) Should such lateness be due, whole or in part to circumstances outside the Client's control, subject to what degree the circumstances are to the Artist's control or culpability, then the Artist shall
- if possible, add the time shortfall to the end of the allocated time, or
 - Apply a refund pro-rata after the event and/or
 - Credit to a similar value with any other service listed on website www.waynefleming-illustrator.com
- (b) Should lateness be due to breach of the first paragraph of *Item7*, the Artist will be not held liable for any losses to the Client.
- (c) Should lateness be due whole or in part to circumstances considered reasonably within the Artists control, a refund to the Client will apply, depending on a proportion of culpability deemed by the Artist, excepting unforeseen failure of the Artist's vehicle, traffic &/or transport disruption.

9. REFRESHMENTS

Light refreshments are much appreciated. For events 4 hours or more, a meal or a reasonable snack must be provided.

Where the client supplies meals breaks to Wayne Fleming, the Artist to the best of his ability, if time permits, will endeavour to add that equivalent time to the end of the performance time to give the Client the best performance value.

10. MISCELLANEOUS FEES & DISCOUNTS

Cost estimates may not include a range of expenses, if these expenses are not requested on the Booking Form or correspondence.

Where these expenses by necessity are later incurred, they will appear as additional disbursements to the final account.

In all instances below, the Artist will make best effort to advise the Client of additional fees, however, it may not always be stated. Where the Client has been advised but does not respond in a reasonable time Wayne Fleming may apply those services if it is deemed necessary to meeting deadlines.

These include but are not limited to

(i). URGENCY LOADING

In the event that Wayne Fleming is required to work overnight or on a weekend or Public Holiday period, a surcharge of double time of the hourly rate for that portion of time necessary to complete any pre-event preparation work.

Usual cases are where the Client has requested the Artist to do so, Information has not been received in time, or changes are requested during the production of any pre-event Artwork, where the original deadline must be adhered to.

Where extra normal work time is required due to the Artist's lack of diligence no surcharges shall apply.

(ii) EXTRA TIME

Customers are welcome to request extra time at \$400 ph at the event. If booking through an Agent, the Artist will supply an 'Authorization for Extra Time' form to be signed. This is forwarded to the Agent and a portioned commission is added to the sum.

(iii) PARKING AND ACCESS TO VENUE

Where parking costs are unknown or not given by the Client, an average of (up to) \$25 per hour may be applied, plus (up to) 2 hours to allow for arrival, setup & departure, depending on accessibility factors associated with the location.

Similarly, if the necessary parking provisions cannot be met by the Client, or the necessary details are omitted on the Booking Form, a fee will apply as additional performance time based on the time for the performer to reach the venue from the remote parking site and subsequent incurred costs may appear either:

- As a late invoice which may include miscellaneous fees based on the hourly Performance time rate or
- Lateness of arrival and start time that will not be re-imbursed to the Client.

(ii). COSTUME HIRE

If a client requires a certain theme dress, the cost of hiring, pickup and drop off will apply. Wayne Fleming has a range of most common themes (e.g. French Artist) that are freely available, but unusual themes will need to be advised in determining a cost estimate/quote.

(iii). LATE PAYMENT

Where the account is overdue by 14 days of the due date interest shall be charged at 30% per annum calculated daily. Legal costs and damages will also apply in the event of engaging legal practitioners for the recovery of monies owing.

(iv). TRAVEL other than to & from the Venue

Average of \$30 ph & 30c per km for vehicle.

All other transport modes are subject to current prices. also see Item10(vi)(c) Administration Accommodation.

(v). CANCELLATION

Where a commission is terminated by the Client, the Artist shall apply charges equal to the value of any Work done including administration time & expenses, up to the date of cancellation. The Commission is deemed to have begun when a Booking form has been received or monies are deposited to secure the workshop.

Wayne Fleming reserves the rights to withdraw his professional services at any stage if the Work becomes untenable or demands become unreasonable subject to Item2 (Diligence) and will not be liable for any claim for consequential damages, and charges apply equal to the value of the work done including administration, to the date of cancellation, as the Artist deems reasonably appropriate.

(vi). ADMINISTRATION

Extraneous administration may incur additional costs if due to reasons out of the Artist's control, but could have been minimized by reasonable Client judgement and respect of a business operators time costs.

Typical examples may be (but not limited to)

a) Commission Enquiries

b) Duplicate (or more) Official Quotes or Cost Estimates requested and submitted due to Clients indecision or lack of clarity in the Requested Order. For clarity the term 'Official' means a typed document usually for submission to staff members for approval.

c) Reference & Research

Cost estimates for Graphic Recording engagements allow a complimentary up to 1 hour Reference & Research & 1 hour Administration Where giving Cost Estimate is deemed to require extensive Reference & Research time an average fee of 50% of the studio rate applies. Typical examples may be Travel Plans, Industry research, Online Collaboration.

(d) Official Clearances

Typical of Large Organisations, for the Artist to enter a business premises as a Contractor>

Safety Induction, Registration or License fees & extra Insurance requirements (outside of the Public Liability Insurance provided by the Artist).to name a few.

(e) Correspondence

Over and above the normal deemed correspondence of any Service Provider.

Typical examples include duplicate correspondence to more than one parties, (unless thru email BCC & CC facility) phone calls or messages to confirm receipt of unanswered correspondence, international correspondence, downloading apps. International phone calls or faxes.

(vii). PAYMENT

Incorrect payment details, returned cheques, incorrect or refused Credit Cards and/or Payment Reminders.

Usual cost is \$5 per refused transaction, but may be charged at the Studio Admin rate.

(viii). STANDBY TIME

The Client may request Standby time(s) where the Artist may need to be present but performance is not required. This is charged at a 50% discount to the performance hourly rate. Typical examples are>

(a) Early Arrival Time

Different from the START time. The ARRIVAL time is determined by the closest vehicular proximity to the performance site, normally the closest car park entry. (See Item 8-Arrival & Setup Time)

Where the Arrival Time requested exceeds a half hour, \$100 ph. average fee (pro rata) will apply, and similarly, in

(b) Other Circumstances

Where the Standby Times between performance brackets, e.g. at Conferences where attendees are only present during predetermined time brackets or speeches.

(c) Induction time typical of Large Venues or Retail Complexes.

(d) Security clearance time commonly applied at Theme Parks and large venues.

(ix). FURNITURE & LIGHTING

Where the client requires the Artist to supply equipment such as (but not limited to) tables, chairs, easels, whiteboards/ backing boards, paper, projectors computer or other, lighting the Client will provide the Table & Chairs will incur from \$150, and/or \$100 for Lighting, haulage & setup fee, plus hiring/purchasing of equipment if the Artist does not own.. Please advise if this will be the requirement.

About Contracts associated with these 'T & C' doc.

Depending of scale of the Engagement, The Client may negotiate certain provisions and the Artist may agree to in writing, to, override those provisions, and/or edit the UTC to customise Clients preferences if the Artist deems appropriate. adjust fees in respect of those provisions as additions or discounts to the Cost estimate pending agreement.

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