

# Terms & Conditions for Live Cartoon Caricaturist

## WayneFleming-Illustrator ABN 70551906713

This UTC covers most FAQs concerning conditions for the best performance, and cost saving options for the Client.  
For simplicity some of the most relevant Items may be highlighted according to Client's specific needs.

### DEFINITIONS

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

THE PERFORMER> also may be referred to as 'The Artist' in contracts specifically dealing with one of the major business services as a 'Live Cartoon Caricaturist' which is also referred to as 'The Performance'.

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

THE EVENT > also may be referred as the Performance is the period of the engagement of 'The Performer'.

THE BOOKING FORM > the document that often comes with this T&C document titled 'Performance Booking' to be completed for the Hiring of the Artist as a Performer. (see Performer (above) Any mention of page numbers, unless otherwise stated, refers to the Booking Form.

THE VENUE > the designated address for the Event when hiring the Artist as a Performer.

THE WORK AREA > location of the Performance within the Venue.

THE ENGAGEMENT > The Hiring of the Artist for any commissions or services advertised at [www.waynefleming-illustrator.com](http://www.waynefleming-illustrator.com)

PRICES> Australian Dollars as of 2024 and may be subject to change.

SUBJECTS > People or Animals presented to the Artist to be drawn as a Cartoon Caricature or Portrait if requested.

FORCE MAJEURE > Unforeseen Circumstances of disruption that is out of control of the Artist, esp. Acts of God, International Affairs, Vehicle breakdown, Transport Carriers, Traffic Conditions

#### 1. ACCEPTANCE OF TERMS & RESERVATION

(i) This three-page Terms & Conditions document may be accompanied with a Performance Booking form.

For speed & simplicity, It is strongly advised that the Client sign & return the accompanying form provided to only *reserve* the date.

(ii) Once the Artist receives the Booking Form an Invoice will be sent to *secure* the date.

(iii) The Client may prefer not to use the Artist's Booking Form stationery and use their own official system. This can be arranged, provided that the Client's stationery addresses all the necessary fields on the Artist's Booking Form.

(iv) Where there is a conflict between the Artist's contract and the Client or Third Party's contract, the Artist's Terms shall override. Exceptions may be made on request with the Artist's agreement in writing. (see item 16)

(v) Deposit of payment to the Artist without the Booking Form indicates that the Client does accept these Terms & Conditions, with or without the Artist's invoice.

(vi) If there has been correspondence indicating an EOI, and the Booking Form is sent for that a date is wished to be reserved, & has not been returned within 7 days, the Artist may send a Friendly reminder. If there is no reply within 3 days, the Artist may consider the date as 'not reserved' and is not obliged to contact the Client.

(vii) If an invoice has been sent to the Client to SECURE the date, and payment is not forthcoming, the Artist may, but is not obliged to send a Friendly reminder, normally within 7 days. If no payment has been received after the first reminder, the Artist may consider the booking as 'not reserved' & the Artist is not obliged to advise the Client.

(viii) Quotes given are based on free exclusive parking in close proximity (see Item 8)

#### 2. DILIGENCE

Wayne Fleming will undertake to apply his skill and experience to provide satisfactory service if conditions in this agreement are met, to use all diligence in completing the task according to the client's booking details, to arrive in good time (subject to Items 8&9), be well presented and conduct himself in a congenial manner at all times.

#### 3. CORRESPONDENCE

(i). Where possible all instructions must be given on the Booking Form for the smoothest running of the Engagement, which is normally attached to, or sent with this T&C doc.

(ii). Any further instructions and correspondence must be in writing thru email platform only with message threads together please. Other communication media may be used but important instructions still must be merged, or entered to the email thread, thankyou. Instructions must be clear and accurate and not confusing, or subject to misinterpretation.

(iii). No guarantees can be given if item 3(ii) is not adhered to..

(iv). If the Client does not use the provided Booking Form or writes in the 'Special Instructions' field on P1 "refer to emails", or similar,

(a) the Client will provide the date of that email on the Booking Form, and/or, in the absence of, incomplete or confusing use of the Booking Form, the Artist takes no responsibility for accurate understanding of the instructions.

(b) Any further instructions and Correspondence must be in writing thru email platform only. Other platforms can be given but they must be merged to email.

(c) The Client will exercise all diligence in returning Correspondence promptly and to check Spam or Junk Mail settings. Duplicates and resends may attract administration fees. (ref Item 13(ix)(a)(b))

(v). Verbal Contracts

a) Generally not recommended, but exceptions can sometimes apply typically if Engagements are on short notice where time does not allow for processing an official Performance Booking form &/or Invoice.

b) The Artist cannot be liable for verbal misinterpretations.

c) Any correspondence given verbally by telephone or meeting may be recorded in the interest of the Client, for notetaking purposes to minimize the likelihood of misinterpreting or failing instructions.

d) If the Client does not wish (c) above, the Client must notify the Artist and follow up any further instructions in writing.

#### 4. POSITION

Area requires minimum of 2 m<sup>2</sup> for table & Chairs.

Good performance is guaranteed if reasonable steps are made to accommodate The Artist, such as >

• Away from the elements.

• Adequate lighting (see Item 13(vi)(b))

• Away from extremely loud audio equipment.

• Away from potential interference / interruptions, such as human traffic, e.g. waiters etc.

If you are in doubt the Client needs to advise The Artist, so that as preparations can be made to work around or mitigate any above or other foreseeable problems/ interference. Some adjustments may involve surcharge.

#### 5. OPERATING FORMATS

(i) Table & Chairs

The best option and value for money. The Client will arrange and /or supply the Artist's Table, Chairs and Lighting.

that is comfortable enough at least for reading.

The Client may request that the Artist provide and transport Table, Chairs and Lighting, in which case an additional Haulage fee will apply.> see Item 13(vi)(b)

(ii) Roving

Very popular where space is a concern, or the surprise & entertainment factor is more preferred than numbers which are decreased due to logistics.

Working Conditions need to be very accommodating to achieve best results. The Artist will still require a small space provide an area, to park a small work kit.

(iii) Easel

Provided by the Artist. Most popular for outdoor events of uneven or unpredictable ground levels and/or where the location will/may change thruout the event and the Client would prefer a more mobile format than Tables & Chairs. \$50 levy applies.

(iv) Combination

of any above where the conditions are quite variable throughout the event the subjects may be moving to different locations indoors & outdoors. Levy surcharges may apply depending on choice of the above options.

(v) Assistant

The Artist may occasionally employ an assistant for certain selected, usually large Engagements where long queues may be expected, (a) primarily to manage tickets, and/or (b) to take photos or videos. The Client may advise the Artist if there are any objections to item (b) in 'Special Instructions' field on p1 of the Booking form.

## 6. PROMOTIONAL MATERIAL

- (i) By booking this event, Wayne Fleming deems it as granted, the liberty to discretely display promotional material such as brochures, business cards and/or A4 table top signage.  
If for any reason, the Client may deem publicity material inappropriate, or may wish it be quite discrete, you may advise in writing to "politely decline" on the first page of the booking form, under "Special Instructions".
- (ii) Standard media for Caricatures are A4, B4, and A3 size paper no less than 160 gsm. With the splattered egg graphic tag/signature, normally in bottom right-hand corner.  
The Client may not wish the Artist to display his Signature or tag by advising the Artist.

## 7. CO-OPERATION

Optimum performance can be achieved if subjects are co-operative, and interruptions are kept to a minimum.

Such examples that hinder performance are:

- (i). Failure of subjects be properly visible to the Artist. e.g. poor lighting, texting or conversing with peers in any way which hides their features.
- (ii). Subjects not being made aware that caricature sittings are available during general announcements. It is the Clients responsibility to ensure that there are subjects willing to be drawn, usually by spruiking or making announcements. While the Artist is amicable in encouraging subjects to be drawn. It is not the Artist responsibility to spruik if subjects may not wish, or a shy about being drawn.
- (iii). Difficult subjects due to intoxication, poor behaviour.
- (iv). Arrangement of other activities, such as speeches or photoshoots, which interfere (by absence of subjects) with the Artist's performance.
- (v). Hindering of visibility such as dimming or turning off lights to an unworkable degree.
- (vi). If event (iv) or (v) may be forecast, the Artist recommends to apply for the cheaper "Standby" time rate for that pre-arranged period in the Event itinerary.> (see article 13(v) 'Standby Time').
- (vii). Similarly, it is not the responsibility of the Artist to decide who gets drawn. The Client must exhort any priority subjects to sit for the Artist be drawn early in the event to avoid disappointment.

## 8. PARKING AND ACCESS TO VENUE (also see item 13 (iii) Miscellaneous fees)

**The Client will provide and/or pay for Unrestricted & Exclusive parking and vehicular access for the Artist's work van of a minimum height of 2.30 metres 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(iii))

For clarity, the term 'Unrestricted' in this item is also referred to as 'Free' parking', and also applies to easy proximity.

- (i). It is the duty of the Client to advise if adequate Parking cannot be reserved and the account adjusted accordingly. (See Item 13(iii))
- (ii). If restricted access information is not disclosed the Artist will deem the Event as Exclusive Access, meaning free, priority and unhindered by Security or vehicle height restrictions and Quote accordingly.
- (iii). If exclusive access cannot be provided or guaranteed, free or otherwise, this booking still implies that Parking is of a close proximity, (stated in bold letters above)
- (iv). Parking in CBD may incur a minimum \$100 surcharge if the Client does not pay for & provide Unrestricted parking or give clarity of information prior the Quote.  
To cover prior access preparation. These include typically difficult parking access, bump-ins, complex map navigation, Security procedures to name a few..
- (v). The Artist recognises that in some circumstances that parking may be unknown, typically in CBDs, Large Events, Complexes or Obscure & Remote areas.  
In these difficult cases, the Artist may provide exceptions providing reasonable effort is made by the Client to disclose information of possible difficulties, (e.g.) information on best cheapest & unrestricted parking areas, verbally, written or maps, and then Artist can add the cheapest Parking & Arrangement Costs to the final account, based on that information.
- (vi). The Artist will bear no responsibility for late arrival if Article 8 (para1) is not adhered to.
- (vii). In extreme circumstances where all access is restricted the Artist will attempt to phone the Client where possible. If the Client does not respond to up to 3 telephone requests even due to connectivity problems, 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.
- (viii). The Client will bear all costs, administrative & legal penalty costs for any parking infringements due to wholly or in part to the Client's carelessness of the parking provisions laid out in this entire Article 8. And would be payable before performance begins if the losses are apparent or as a late invoice issued post event.
- (ix). The Artist bears no responsibility for losses due to disruption caused by any paid Parking precincts, such as Full CarPark, Maximum Vehicle Height, Alternative Parking where possible, to name a few. .
- (x). Where a paid Parking Voucher has been warranted by the Client to the Artist, the Artist will charge the calculated fee to the Client and promptly refund that fee after the parking fee is waived on exiting the Paid Parking Precinct .
- (xi). Where Free Parking has been selected by the Client on Booking Form and, to the contrary, for whatever reason, Parking &/or Parking Arrangement (see 13(ix)(f), money&/or time losses are incurred to the Artist before or on Arrival, the Artist must be refunded promptly before the Engagement begins by Cash or Credit Card, thankyou.  
The Artist exercises due understanding and clemency to Clients that make an honest mistake, but blatant breach may be deemed by the Artist as a Cancellation by the Client and may result in the Artist aborting the Engagement with no liability for losses.

## 9. 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 Item 8 Parking & Access), then by default the Artist requires only 10 minutes from arriving at the Work Area to setup the Artist's basic Work Kit. (see Item 4)

However, for punctuality the Artist will *endeavour* to arrive at the Work Area about 15 minutes early to check requirements in Item 4.

### (iii) Lateness

- (i) 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.
- (ii) 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
- a). if possible, add the time shortfall to the end of the allocated time, or
- b). Apply a refund pro-rata after the event and/or
- c). Credit to a similar value with any other service listed on website [www.waynefleming-illustrator.com](http://www.waynefleming-illustrator.com)
- (d) Should lateness be due to breach of the first paragraph of Item 8, the Artist will be not held liable for any losses to the Client.
- (e) 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 proportion of culpability deemed by the Artist, excepting unforeseen failure of the Artist's vehicle, traffic &/or transport disruption.

### (iv) Correspondance

The Artist can bear no responsibility for phone Technical or Connectivity problems if the Artist is requested to phone the Client on Arrival to grant access to the Venue or Work Site.

## 10. PAYMENT Further to Payment Terms on P2 of Booking Form

**Upfront booking payment is important to secure the date even if a Booking Form has been received to make a reservation.** Taxes, Levies & Bank Fees may not be mentioned in Cost Estimates if the Client has not advised the likelihood.

The Artist reserves the right to deem the Client's booking unconfirmed and announce the date as still open to other Client's until Final Payment.

**Other Options>** In special circumstances other payment arrangements may be possible if requested, such as:

### (i) 7 Day or more Account (subject to the Artist's discretion)

- (a) The Artist reserves the right to keep the date open to other clients.

If a second client wishes to reserve and secure the same time, Wayne Fleming will make reasonable effort to notify the first client, to allow the best possible time frame for the client to book another performer or to decide to pay the Booking fee or a Deposit.

- (b) The Artist reserves the right to cancel the reservation if circumstances change where the Artist cannot attend, but all effort would be made to notify the Client as early as possible to give time to organise another performer.
  - (c) Unauthorised Overdue accounts may attract compound interest at 30% pa calculated daily, depending whether extension times have been requested and authorised by the Artist.
- (ii) **Cash**
- (a) 5% discount applies for cash payment, but this must be arranged well before the event, normally when reserving the date, and is conditional on limited administration. A 25% deposit is still required to secure the date and remainder must be paid shortly prior the event date or in person at the Event on arrival please.
  - (b) Ensure settling with cash is done in discretion, normally in an envelope and/or away from the guests, please.
  - (c) In the event that the Client is not forthcoming with payment on Arrival, the Artist *may* give two friendly reminders to the Client, and/or up to a half hour to be forthcoming with the payment.  
After one half hour this breach will be interpreted as Default of Payment or Cancellation of the Engagement and subsequently the Artist reserves the right to abandon the Engagement without notice and bill the Client soon after for the remainder of the event with a 7 day account.
- (iii) **Deposit** subject to the Artist's discretion>  
Special request for 50% deposit and
- a) Remainder closer to the day, usually at least one week before, or
  - b) Remainder in Cash, Bank Transfer, Credit Card on the day (see 'Cash' in above paragraph)
- (iv) The Artist may customise payment arrangement on Cost Estimates depending on the scope of the Engagement. If the Client prefers to bypass the Booking Form the Payment Terms are 100% in advance and any remainder(see item 13) on completion or a 7 day account.

## 11. 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.

## 12. COMPLETION & DEPARTURE

To avoid disappointment, the Client will appoint someone to oversee queues toward the end of the performance time, (in optimum conditions, normally one hour = 10 subjects before finish) and announce that the queue is closed to any further subjects, and if necessary, repeat the announcement, until the Artist's finishing time.

## 13. Miscellaneous expenses & 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.

Where there is an opportunity, The Artist, to the best of his ability, will make the Client aware of some miscellaneous costs if they become apparent thru correspondence after Cost Estimate. These include (but are not limited to)

- (i). **EXTRAS** ticked in the field boxes on P1 & 2 of the Booking Form.

(a) **Costume**

Default dress of the Caricaturist is very formal similar to magician. The Artist has a modest array of most common theme garments that come complimentary if available, so please advise of any preferences and the Artist will do his best to accommodate. Anything outside of this can be requested in the 'Special Instructions' field above. Prices start from \$75 for a full or part theme. The Client will bear the cost of hired or purchased costumes / apparel and Administration costs to the Artist. (see item 13(ix) (d)&(g))

The Artist will bear no responsibility for late delivery of Costumes. It is strongly advised to allow 4 weeks.

(b) **Packaging**> to contain up to A3 size page.

1. Mailing Tubes> These are the typical Australia Post mailing tubes, white with red plastic lids for protection. Most popular if the subjects may be travelling long distance. Prices are from \$5 ea

2. Recycled Cylinders> Loosely cut from cardboard tubes sourced from a variety of outlets, typically from fabric rolls. There are no lids, but they are strong enough and perfect for a cheap alternative. Save money and save the planet. From just \$2ea depending on availability

3. Envelopes> Paper and plastic, from \$2 ea for A4 or \$5 for A3

4. Other> Any requests are considered, from Laminating to exclusive Envelopes sourced from boutique Stationery Suppliers. Prices can be given on request

(c) **Page Templates**

Graphics designed and printed on the page pre-performance can add a whole new dimension.

May consist of anything from the Artist's original illustrated work, internet or photograph stock images, or combination of these.

Prices are composed of printing and artwork. Generally speaking, original illustrated work is more expensive. Accurate prices can be estimated when more details are received, and may be charged as a separate invoice, but here is a snapshot>

Printing Black & White> Page sizes A4 = \$1 ea A3 = \$2 ea

Colour > Page sizes A4 = \$2ea, A3= \$3 ea

Graphics> Cut & paste from Client's image \$45, Original Artwork from \$75. Prices do not include changes (subject to Item 2)

(d) **Group Poster** > A large group or even everybody on poster size page(s).

This will involve bringing in a portable drafting table to the venue, so a little more space is required.

Subjects may be drawn as head and shoulders, full bodies or mixed, like in your old class photos or sports team.

Further service options include scan & upload to disk & a digital copy that can be printed off and mailed to/ collected by the Client to be distributed to the subjects (post event). The Original hard copy will be returned to the Client (of course).

Customers can customize as there are various options & combinations of this service. Wayne Fleming can undertake all as a one stop shop, or they may choose to undertake part of the process (say printing) themselves. Prices can be given once requirements are outlined.

(e) **Speed Caricatures** > from 50% markup

Select this checkbox if the subject numbers required to draw are higher than the 'standard' 'Quick' Caricatures of average 10 per hour.

Client may write the numbers and the time-frame given in the 'Special Instructions' field on the previous page.

There will be a loss of detail, resulting in a more generic cartoony appearance but which still has a popular appeal.

It is essential that the Client advise the subjects to co-operate and refrain from too much conversation with the Artist, (please).

Wayne Fleming will advise the Client if the numbers requested are not feasible under Optimum working Conditions are essential (see Items 4,5&7)

(f) **Digital Caricatures** > from 50% markup. This Extra is strongly recommended with the Table & Chairs option on P1. (Operating Formats) and cannot be used with the Easel option. The Artist will draw the caricatures from his laptop and uploaded to various media, such as the Subjects device or email address or to the Client's printer, to name a few. Most requests will be considered.

Requirements> Close access to power point and adequate WiFi or mobile network if artwork needs to be sent immediately. Client to provide their own printer if required.

.Malfunctions in technology and connectivity is at the Clients own risk. It is strongly recommended that the Client has thoroughly checked all their technical requirements. The Artist shall bring materials to accommodate Traditional Caricatures should technical &/or connectivity problems arise.

Should the technical problems be the Artists equipment, the Artist shall refund the (from) 50% markup at earliest possible opportunity.

(g) **Stationery, Signage or Graphic Art.**

Pre-printed before event, such as invitations, coasters, chalkboards or posters to match the theme of the event. Prices can be given on request and may be charged separately, &/or require a separate Purchase Order form. Very popular with weddings where an overarching theme is desired. See website / services tab under Graphic Art, Signwriting / Chalkboards or Paintings to name a few.

(h) **Post-Performance Scan & Upload**

The Artist provides an additional service where the Caricatures may be taken back to my office to scan & upload to disk. Then, (for example) a digital copy can be printed off and distributed to the subjects (post event) as a token of thanks along with the original for the Client (of course).

The Client may request that I undertake all this process as a one-stop-shop, or they may choose to undertake part of the process (say printing) themselves. Options are limited by your imagination. Popular requests are compiling all Caricatures onto one poster with graphics, backgrounds or themes.

Prices vary and can be given once requirements are outlined but most scans start from \$10 per scan...

(ii). **EXTRA TIME**

Customers are welcome to request extra time at \$200 ph at the event. Fees are due at the end of the performance unless booking through an Agent, in which case you have an option to sign an 'Authorization for Extra Time' form. This is forwarded to the Agent and a portioned commission is added to the sum.

(iii). **PARKING AND ACCESS TO VENUE** (also see item 8(iv),(ix) & 13(ix)(f) *Parking Arrangement*)

a) Where parking costs are unknown or not given by the Client, an average of (up to) \$25 per hour may be applied, (based on the possible maximum CBD current rate in 2024), plus (up to) 2 hours to allow for arrival, setup & departure, depending on accessibility factors associated with the location.

b) 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:

i) as lateness of arrival and start time, to which Artist will bear no responsibility.

ii) as a late invoice which may include miscellaneous fees based on the hourly Performance time rate, Haulage, and Administration time for the Arrangement.

The Artist may issue a refund if parking charges are substantially less than estimated Parking fees added to the invoice, minus the nominal administration fee, if the Client requests.

c) Parking Vouchers promised by the Client, will still be charged at the best estimated rate advertised by the Parking precinct and then refunded post-event if the Parking Voucher is validated on exit.

d) Where the worksite is over 250 metres from the Parking Site a nominal Haulage fee will be charged, particularly if required equipment is above the Standard Package requirement of just a work case and paper case.

(iv). **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. The Artist bears no responsibility for late arrival of Costumes or Apparel in the post if the Booking has not been confirmed in good time.

The Client is welcome to order any apparel for the Artist. The Artist clothing sizes may per provided on request.

(v). **STANDBY TIME discount rates**

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 and can add up to a considerable saving. 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 9-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, speeches or photoshoots, such as at weddings.

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

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

e) Later than booked finishing time. Typical examples are Boat Cruises or other vehicular touring functions where it is not possible for the Artist to leave the venue. Where the finishing time is more than the time booked through no fault of the Artist, and Standby time was not requested in the Booking Form, then the full Performance rate or part thereof shall apply.

(vi). **FURNITURE & LIGHTING** (further to 'Operating Format' on page 1 of Booking Form)

a) Where the client requires (or selects on Pg.1 of the Booking Form) the Artist to operate the recommended format of Table & Chairs, the Client will provide the Table & Chairs.

b) The Client may request Wayne Fleming to provide Furniture for \$50 haulage & setup, and/or \$25 for Lighting. Please advise if this will be the requirement. This provision is not necessarily applicable if the Roving format is selected on Pg1 of the Booking Form. (see Item 5 (ii))

(vii). **TRAVEL**

Average of \$35 ph & 35c per km for vehicle for each km where the event is over 150km. This is normally calculated in the first Cost Estimate.

(viii). **CANCELLATION**

a) Prior to the event

i) By the Client

a) Excepting Force De Majeure, 50% Cancellation fees may need to be applied for short notice (less than 24 hours) and/or Administration Fees for any time up to the time of cancellation, and/or where other bookings on the same date have been declined on account of this booking.

b) Non-payment of Deposits or Final Accounts without adequately notifying the Artist in a timely manner is deemed a Cancellation, regardless of whether the Client has indicated the Event has been approved. The Artist will attempt to give the Client a fair warning before the event.

c) Unauthorised delays may be deemed by the Artist as a Cancellation of the Engagement by the Client, and may result in the Artist aborting the Engagement and issue the Client any due refunds minus the Artist's Administration losses. (See item 13 (ix))

ii) By the Artist

The Artist solemnly declares that should, a cancellation be necessary, due to unforeseen circumstances, that a refund be issued promptly at the earliest convenience to the Client except where the Booking process becomes untenable or unreasonable, in which case administration fees may apply or be deducted from the refund.

b) At the Event

In the extreme unlikely event of Force de Majeure and that the Artist does not arrive at the Event a full refund is due to the Client at the Artists or his appointee's earliest opportunity, excepting circumstances of breaches in Item 8 *Parking & Access*, Item 4 *Position* & Item 7 *Co-Operation*. Or

If the working conditions are deemed so untenable by the Artist, due to breaches of (but not limited to) the above Items, the Artist may abort the Engagement and may or may not advise the Client, depending on the working conditions and extremity of Contract breach, and no refund will apply whole or in part.

(ix). **ADMINISTRATION** \$150ph as of 2024

Extraneous administration may incur additional costs if due to reasons in the Client's control, Typical examples *may* be (but not limited to)

a) Commission Enquiries

Duplicate Official Cost Estimates or Correspondence to Third or more parties.

b) Correspondence

Over and above the normal deemed correspondence of any Service Provider, particularly relating to Access & Parking.

Other typical examples include duplicate correspondence to more than one parties, (unless thru email BCC & CC facility) phone calls or messages to confirm unanswered correspondence, international correspondence, downloading apps, international phone calls or faxes or message resends due to Item 3(ii).

c) Payment

(i) Problems processing Payment, such as incorrect details, Bank refusals, Invoice resending and Payment Reminders. Usual cost is just a nominal fee \$10 per bounced transaction, or \$25 for Invoice resend but may be charged at the Studio Admin rate.

(ii) Late Payment

a) Where the account is overdue by 7 days of the due date interest shall be charged at 30% per annum calculated daily.

b) Legal costs and damages will also apply in the event of engaging legal practitioners for the recovery of monies owing.

d) **Research**

Where Cost Estimates require extensive Reference & Research time, an average fee of 50% of the Studio time of \$150 per hour may apply. This particularly applies if travel such as Flight Plans/Booking & Accommodation need to be calculated.

e) **Official Clearances**

Typical of Large Organisations, for the Artist to enter a business premises as a Contractor, processing time for Safety Induction, Licenses, Registrations and Insurance requirements outside of the Public Liability Insurance.

In all instances, best intentions to make the Client aware of these miscellaneous fees may be given, however, it may not always be stated and is strongly advised that the Client raise any concerns to the Artist well prior the Performance date.

f) **Parking Arrangement**

Not to be confused with the paid Parking Fees, but the time to locate & book the best Parking precinct and associated correspondence, where the Client cannot provide Parking or satisfactory information. (also see items 8 and 13(iii))

g) **Preparation**

For Services related to this Booking outside of the normal service contained in this Booking Form, such as Project Development for large scale work.

(x). **OTHER ARTWORK**

Any extra services that may be commissioned related to this booking. Typical examples see P2 of Booking Form under *Page Templates and Stationery, Signage or Graphic Art* or any other services listed at [www.waynefleming-illustrator.com](http://www.waynefleming-illustrator.com) will most often involve a separate Purchase Order.

(xi). **URGENCY LOADING**

If the Artist is required to work overnight, weekend or Public Holidays period to meet the deadline for Item 13(x) above and/or related services in relation to this Performance Booking, a surcharge of double time of the hourly rate for that portion of time necessary to complete the work will apply.

Usual cases are where the Artist has not received necessary paperwork, information or payments in a timely manner or unforeseen changes during the production period. This may result in a delay to the Work or surcharges mentioned if 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.

(xii) **CONSULTATION**

- a) Generally limited to in person appointments Wayne Fleming grants up to 15 minutes free for a no-obligation Cost Estimate or Quote. After that, the time is charged as Consultation @ \$100 ph, plus any Miscellaneous costs if applicable. (See Item 13)
- b) Where the Client needs Intellectual input into their requirements the charge has no free bracket and the appointment may be deemed as a full Consultation with or without a Cost Estimate, and is charged at \$200 ph.
- c) The Artist may also communicate ideas by what is termed in the Creative Industry as 'thumbnail sketches'. Where such Intellectual or Artistic input is requested by the Client, the Client must be prepared to sign a Confidentiality Agreement and may need a conversation recording of the minutes.

(xiii) **CBD**

Attracts a \$100 levy plus Parking/Arrangement if applicable.

(xiv) **TRAVEL & ACCOMODATION** > by default, &/or unless stated otherwise is Calculated into the Artist's Cost Estimate.

Travel Costs for Artist's vehicle is calculated on an average of \$30 ph + 30c per km for each km where the event is over 150km.  
+ \$35 per hour driving for vehicle.

**Force Majeure** (see descriptions) Where thru global events, fuel & running costs are affected, the Costs will be passed on to the Client by an invoice before or after the Event. Where there is a high likelihood that such a disruption may occur, the Artist, to his best ability, will make the Client aware. But no guarantees can be given.

The same applies to other costs applied, such as materials incurred by the Artist after the Booking is secured.

14. **Important note for work involving cartoon caricatures:**

Caricatures are a complex creative field and satisfaction is subject to individual interpretation about the likeness (which can differ wildly from person to person), or other variables such as Item 7

In view of this, all expertise is implemented from a background of many years in the field of Caricature. The Client hires the Artist in good faith, to portray the Artist's interpretation of the subject. The "Speed Caricatures" option on P2 may increase the likelihood of caricatures looking more questionable to the subject's likeness, due to the more minimalist "cartoony" style and less detail.

15. **COPYRIGHT**

- (i) The engagement of the Artist for a Live Performance is literally that, which is, for the entertainment & amusement of seeing a cartoon version of themselves produced in a few minutes. The Artist, however still retains ownership of all Artwork produced, and in normal circumstances, freely hands over the Artwork to the Subject as a Value-Added bonus of an amusing product, to keep and enjoy.  
However the Artist may retain all Artwork produced, to pack and send to the Client at a later time, if
  - a) The work, on request of the Client needs further separate services such as additional illustrated content, or any other graphic imagery services the Artist provides, and returned to the Client, or
  - b) There is a possible miscellaneous fees or outstanding account to be settled after the Event. Once all accounts are settled the Artist can then return the Artwork to the Client
- (ii) The Artist and grants License to the Client or Subjects to reproduce these artworks for any non- commercial purpose (e.g.) Social Media, Private Invitations, or display for personal enjoyment. Any commercial reproduction must be with the written consent of the Artist for an agreed fee or royalty which is very nominal.  
For clarity, commercial reproduction implies (e.g.) Logos, Business Mascots, any Product or Business promotion in or on any printed or digital media.
- (iii) The Artist also retains certain Copyright License of Imagery taken by the Client of the Artist and/or his work for the purposes of publicity of the Artist's business. The Artist may request in the future, the generosity of the Client to provide such imagery for a nominal fee agreed to by both parties, to cover the Client for his/hers co-operation and administration.

16. **About these Contract Terms**

Depending of scale of the Engagement, The Client may negotiate certain provisions and the Artist may agree to in writing,

- a) override those provisions, and/or
- b) Edit the UTC to customise Clients preferences if the Artist deems appropriate.
- c) Adjust fees in respect of those provisions as additions or discounts to the Cost estimate pending agreement.