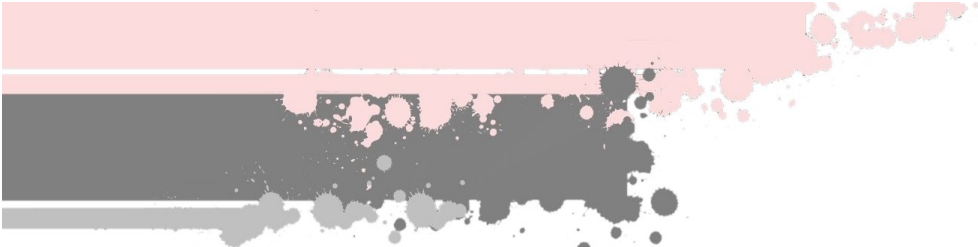




KiranFarrow.com

# Terms & Conditions

Portrait commission



These Terms & Conditions serve between the “**Artist**” Kiran Farrow and you the “**Client**” to agree before hand the terms on which the “**Artist**” will create a portrait printed on canvas or “**Artwork**” for the “**Client**”.

I the “**Client**” herein acknowledge that I have agreed a portrait commission with the “**Artist**” and have entered into a contract, which is legally binding worldwide. I hereby agree to the terms set out by the “**Artist**” on which the “**Artist**” will create a portrait printed on canvas for me.

## General

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I the “**Client**” understand and agree that this portrait service is for personal use and that the use of this service to attain “**Artwork**” for commercial or promotional purposes is strictly prohibited. I the “**Client**” recognise that all commercial art must be commissioned directly from the “**Artist**” charged at the appropriate rate.

I the “**Client**” agree that if requested to pay the “**Artist**” 50% or 100% of the agreed price for the portrait commission upfront to secure the “**Artists**” time.

I the “**Client**” affirm that I am the legal owner of the pictures I send the “**Artist**” or I have obtained written permission from the correct legal owner. I understand that I the “**Client**” am liable for any damages filed against the “**Artist**” for the photographs I send.

I the “**Client**” understand and agree that the “**Artist**” accepts no responsibility for any third party expenses incurred throughout the commission process.

I the “**Client**” understand that if my canvas arrives damaged I must contact the “**Artist**” immediately via e-mail or written format attaching a photograph of the damage so that a replacement can be arranged.

I the “**Client**” understand and agree that once I have given the “**Artist**” my approval to order the canvas the portrait commission cannot be cancelled or refunded in any way.

I the “**Client**” accept that the “**Artist**” has the right to refuse service on any grounds. I Understand that the “**Artist**” has moral, ethical and religious standards that govern his choices and respect his decision to decline work whether a reason is provided or not.



## Copyright & Ownership

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I the **“Client”** fully understand and agree that I have no rights what-so-ever to the **“Artwork”**. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to the **“Artist”** outside these agreed terms. By allowing the **“Artist”** to use my photographs I agree to give him complete creative control and wave any and all rights to his work, intellectual, financial or otherwise, now or in the future other than outlined in this agreement. At no time do I the **“Client”** own the right to the art or to reproduce it in any form or media, personal or commercial. I acknowledge and agree that this agreement is binding upon my heirs and assigns. I agree that this agreement is binding worldwide.

I the **“Client”** understand and agree that at no time may I publicly exhibit my canvas or use its image, **“Artist”** name or association for promotional or any commercial use in any way or format what-so-ever. I recognise that I am prohibited from connecting myself with the **“Artist”** directly or indirectly in any way without agreeing a contract with the **“Artist”**.

I the **“Client”** understand and agree that in commissioning a portrait I am paying for the **“Artists”** time, skill, judgement and a canvas print of his **“Artwork”**. I understand that all **“Artwork”**, including any samples sent throughout the process remains the property of the **“Artist”** and is protected by his copyright. At no time do I own the right to the art or to reproduce it in any form or media personal or commercial.



## Cancellation & Failure to pay

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If I the **“Client”** wish to cancel a commission once work as begun I agree that I will be charged by the **“Artist”** for the time the **“Artist”** has invested in my portrait commission or **“Artwork”** up to the point of cancellation and refunded the remaining balance to my Paypal account or via personal cheque. I agree that the **“Artist”** accepts no responsibility for any third party charges from Paypal or otherwise that may be incurred throughout the course of the commission.

In cancelling a commission I the **“Client”** wave any and all rights set out in these terms and conditions and have no legal reason to approach the artist for any reason regarding the commissioned **“Artwork”**. I agree that the **“Artist”** has the right to keep the **“Artwork”** and any photographs sent in the commission process in digital or physical format for archive and personal record reasons.

If for any reason during the commission process I the **“Client”** believe that I cannot or may have difficulty fulfilling the agreed price for the commission I must contact the **“Artist”** in written format at the earliest possible time. I understand and the **“Artist”** recognises that I am not obligated to give any details of personal nature when informing the **“Artist”** of why I cannot or my have difficulty fulfilling the agreed price, regardless of this I understand that I the **“Client”** must still provide valid detailed reason. I also recognise that regardless of reason this contract is still binding on my airs and me until the **“Artist”** has completed the commission and payment has been made in full. I understand that terms must be agreed with the **“Artist”** to cancel the commission. I recognise that it is the **“Artist”** who is the controlling power in the cancellation of a commission and refusal to communicate will leave me liable for non-payment.

I the **“Client”** understand that a failure to communicate with the **“Artist”** for a prolonged period will be considered abandonment and I will be liable for non-payment. I understand that the **“Artist”** will make numerous attempts to contact me before assigning abandonment. In the case of abandonment being declared by the **“Artist”** I the **“Client”** forfeit all rights to the artwork and the **“Artist”** is free to use the artwork in any way he sees fit to recoup his losses commercial or otherwise without my permission and regardless of my views.

I understand that this contract can only be cancelled with the **“Artist”** written permission. In the unlikely event that the **“Artist”** has to cancel my commission I accept that he will provide with a valid reason and a full refund. I accept that the **“Artist”** may at times wish to postpone the progress of my commission for reasons including but not limited to ill health, personal or family emergencies or for reasons beyond the **“Artists”** control. In these instances the **“Artist”** will notify me the **“Client”** of the postponement with an estimated time span and valid reason, no forfeit will be incurred by either party in such circumstances.



## Free T-shirt Offer

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- This offer applies only to customers commissioning a portrait.
- The free t-shirt will be sent on the successful closure of a portrait commission.
- It is limited to one t-shirt per customer per commission featuring the commissioned artwork .
- No cash alternative, exchange for discount or other goods and services.
- This service may be withdrawn without prior notice. Subject to change.
- All T-shirts are subject to independent delivery times to the canvas counterpart.
- The t-shirt design remains the property of the artist and all reproduction in any media is prohibited.