

## TREMS & CONDITIONS

**In order to maintain a good relationship with public and illustrators, the Hong Kong Society of Illustrators has established a set of Terms & Conditions. It serves as a guideline between clients & our members to gain a mutual understanding & better communications.**

**The Following Terms and Conditions are for reference only. They will be applied once agreed by both parties (illustrator & client) in written agreement.**

1.

Terms of Payment: Client obligation is 50% of the full fee once sketch work has begun, and 100% of the full fee once final work has begun, as well as all fees and expenses incurred to date by Artist and/or Agent. Payment must be within 30 days of invoice date. All fees and expenses are payable whether or not illustration(s) are used by the client for the purposes granted herein. An interest rate of 2% per month shall accrue on amounts unpaid after 30 days.

2.

Fees: Fees and expenses quoted apply to original layout and job description only. Additional compensation may be required for subsequent alterations, additions or schedule changes requested by client. Fees are based on prompt Client response. Delays or postponements may require rescheduling and/or additional fees and expenses.

3.

Cancellation: In the event of Client's cancellation of assignment, all fees and expense incurred to date are payable as stated above in "Terms of Payment".

4.

Right and ownership: Ownership of and all rights to the illustration(s) belong to the Illustrator unless otherwise agreed. Rights to the illustration(s) may not be released or assigned to any third party unless illustrator agrees. The Client has the option to purchase all rights to the original illustration(s).

5.

Usage: Usage in Hong Kong only, unless otherwise agreed. Rights granted herein are for 12 months from first publication. Additional Charges will be made for usage not stated on the contract.

5.1

(A) Asia and the Pacific (B)Europe (C)The Americans  
50% of the full fee if used in one of the above areas;  
75% of the full fee if used in two of the above areas;  
100% of the full fee if used worldwide.

5.2

30% of the full fee will be charged for usages after 12 months from first publication.

5.3

20-50% of the full fee will be charged for extra usages in other media that have not mention before.