# **Terms of Service**

#### Last Updated: 26/10/2016.

These terms of service apply to any personal artwork purchased from Tamsin ("Teddy") Bates, otherwise known as wormwxxd on deviantART. By completing payment, via their individual PayPal Invoice supplied by the artist, the buyer agrees to these terms.

## 1. Ordering

- a. Fill out the order form in its entirety and send it to tripped@live.co.uk or the username wormwxxd on DeviantART.
- b. Please provide as much detail as possible in your order. This includes any visual references and written descriptions, details about expression, pose, background (if applicable), colour schemes (if applicable) and overall 'feeling' of the piece.
- c. Please include your PayPal email to your order so that I can send you an Invoice.
- d. If you need a piece done by a deadline, the piece must be ordered at least four weeks before this deadline.

## 2. Payment

- a. All payments must be in GBP/£ (Great British Pounds), via PayPal Invoice. I will require your PayPal email address so that I can send you the invoice.
- b. Payment for commissions under the price of £50 is required upfront. I will not begin work on the commission until it is received.
- c. For commissions over £50, I will require payment when you have seen the initial sketch of the commission and have confirmed that you are happy with it and would like me to continue working on it.
- d. Current turnover rate estimate will be given at the beginning of the commission when the invoice is sent. Please allow for at least three weeks after payment has been sent before prompting. The buyer will be made aware of any delays or changes to schedule during the commission process.

# 3. Alterations

- a. Once you have made a commission and paid, you may not contact me asking to change your commission as a reduction of quality (example: moving from a fully coloured piece to a flat-coloured piece), or use this as a means of getting a refund.
- b. If you would like to increase the quality of your piece (example: moving from a flatcoloured piece to a fully-coloured piece), I will send you another invoice to cover the increase in price, and then I will continue work on your piece. These changes must be requested BEFORE you receive your fully completed commission. I will not increase the quality or style of a piece once a commission has been completed, saved, and sent to you as a .PNG file.
- c. If you would like to change the character or pose included in a commission, but the value of the commission (which includes the price difference for significantly more complicated characters and poses) remains the same, contact me via note on DeviantART. If I have not started your commission, I will be happy to accommodate.

If I have started your commission, I will discuss the change with you, but no guarantee can be made that I will be able to change your commission at this stage.

- d. An initial sketch will be supplied with every commission.
- e. When you receive the initial sketch, this is the opportunity to request minor changes to the composition of the piece. After you approve the initial sketch, I will continue work on the piece and you will not be able to request changes after this time.
- f. Changes requested after the art's completion will be denied, unless they are very minor (example: change of eye colour or change of claw colour).
- g. The initial sketch of a commission does not belong to the buyer, and I reserve full rights and ownership over it. It may not be used or redistributed in any way, including using it to create templates and bases on digital art websites.

#### 4. Refunds & Cancellations

- a. Refunds will not be given for fully completed commissions, under any circumstances.
- b. Cancellations can only be made prior to the initial sketch stage of the commission.
- c. I reserve the right to use an unfinished commission, as my creative property, for any use after the point of cancellation.
- d. Once cancelled, the buyer may not use or continue work on the commission in any way; a watermarked version will be supplied as proof of work at the point of cancellation.
- e. If I must terminate a commission prematurely for personal reasons, you will receive a full refund.
- f. If I must terminate a commission due to inappropriate behaviour of you, the buyer, you will receive a refund based on percentage time spent working on the job.

#### 5. Usage

- a. Your commission is for personal use only and may not be used for any commercial projects.
- b. You may not resell or otherwise redistribute your commission in any way to gain monetary profit, re-purpose it for external projects, or reproduce it for the public (such as tracing the art to make templates or bases for yourself or others).
- c. You may make minor edits to the art, such as cropping for banners, forum signatures and avatars/icons.
- d. You may make minor colour edits and marking adjustments.
- e. With any adjustments, my signature must remain intact and visible (the exceptions to this being where crops are used for very small areas such as 100x100 icons for forums or other social media platforms).
- f. I reserve full rights to the artwork itself, but I will not sell prints, publish or display the art without your prior consent.