Derg Arts Details & T.O.S

Basic Information

Slots	Spaces for commissions. The number is at the my discretion
Payment	Through Paypal after sketch approval
Additional Designs	There may be additional costs for any complex ideas or designs. Any additional charges will be discussed with you beforehand.
Characters	If you own the character, I will draw them, within the constraints of my “will” and “will not” draw list. Licensed characters are at my discretion.

For an up-to-date waiting list, please see my Trello. My Commission Form Typically opens at the end of each month (the final Friday of the Month) but can open sooner based on workload. The form will typically close after one week.

Trello	**HERE**
Commission Form	**HERE**

With regards to posting your commissions from me, I am more than happy for you to do so, providing you keep my signature visible and provide credit to me on the relevant platform where possible (See Below):

Twitter	@glennanderson42
Bluesky	glennanderson42.bsky.social
Furaffinity	mylife42

I may use artwork for printed pieces, or other promotional works at conventions. Please confirm in writing before I accept your commission if you would prefer it not to be used commercially.

Additional Information

Artist Contact Expectations	The Artist will aim to respond within 48 hours (or 2 working days) after accepting your commission.
Customer Contact Expectation	The customer is expected to respond in a similar time frame where possible. The Artist will follow up after this period to ensure receipt of the message.

Should there be no response from the customer after this follow up, there will be a final message to respond with any questions, queries or requested amendments/changes to the stage. 48 hours following this final message, the stage will be deemed as "sufficient" and The Artist will move the commission to the next stage. This is to:

- **Ensure timely progression of commissions**
- **Prevent delays or backlog of other commissioned works**
- **Aid in the workload of the Artist being completed in the month stipulated.**

Commission Type Definitions

My commissions are laid out based on canvas size and content as below:

Headshot	2000px on longest side - From the neck to the top of the head
Halfbody	3000px on the longest side - from the top of the head to the waist. Some leeway for hand placement.
Full Body	4000px on the longest side - the full body of the character(s) unless agreed to be better in appearance with cropping (will be discussed with the client)

I do not do Backgrounds as standard. These are added in at my discretion, or if discussed beforehand. Additional Costs may be incurred for backgrounds.

Refunds

Refunds are dealt with on a case-by-case basis and at my discretion, and on the amount of work completed. See the below table below:

75% Refund	Concept Sketch and Payment received. You receive ownership of the concept sketch.
50% Refund	Refined Sketch Completed, unless this is the final stage.
25% Refund	Lining Completed, unless this is the final stage

No refund will be offered if work is completed to the stage requested.

Stages

Concept Sketch	Lower Resolution sketch idea (watermarked). We can discuss ideas and see what will work with reasonable flexibility. Should the project not proceed, I retain all rights to the concepts for future use and plans.
Payment	Once the Concept Sketch is confirmed, I will send you an invoice for payment. I will continue once paid, and you have ownership of the concept sketch for your piece.
Refined Sketch	Refine the sketch based on the concept agreed. Small refinements and changes based on your reference. Any excessive changes to the concept may incur additional fees, at the discretion of the artist.
Lining	If agreed, I will line this piece for you with my current process and method. If I wish to experiment with ideas, I will discuss this with you also.
Flat Colouring & Shading	Flat colour and shade to suit the piece and mood, to my standards.

Following completion, I will supply the file(s) as a Google Drive Link for the full resolution and will keep them available for a minimum of 60 days on completion.

The commission can be used for any personal use, but commercial uses will require confirmation from myself.

Terms of Service

01 - Definitions

“My/Me/Myself/I” etc. means Glenn Anderson/mylife42/glennanderson42.

“You/Yours” etc. means yourself, a user of my services.

“Site/Sites” means any websites or locations where my art is featured.

“Artwork/Artworks” means art, craft, graphic or web works created by myself, whether commissioned or otherwise.

“Service” means the process of creating art, craft or graphic works for you.

02 - Artist Terms

1. I reserve the right to accept or decline your application for commission of artwork. Your application includes your acceptance of these terms and conditions enclosed herein.
2. You warrant that all information supplied to me is accurate, up to date and complies with both the data protection act of 1998 and GDPR Regulations 2018.
3. You agree to have artwork and descriptive information displayed on the sites unless previously indicated.
4. You will inform me of any changes in the information stored including name, address and contact details.

03 - Acceptance of Application

1. I reserve the right to accept or decline your application for my services for any reason.
2. If a quote is created and accepted, you are entering into a legally binding contract with me to complete the art/craft unless under extreme circumstances.

04 - Artist Exclusivity

Art that I have created for you can be used freely, so long as:

1. Full credit is given to me on any submission, regardless of whichever site it is published on.
2. You do not claim that the artwork/craftwork was created by yourself.
3. No edits are made to the artwork/craftwork by yourself or any other party, without express permission from myself.
4. You do not have the view to sell on the artwork/craftwork to make a profit, without express permission from myself.
5. If you are requested to do so, you will remove the Artwork from any site, as detailed in the request sent to you.

05 - Copyright

1. You warrant that all characters/subjects to be used in creation of art/craft pieces are free of any copyright restrictions or intellectual property disputes. You warrant the characters/subjects provided in reference upon application are yours, or you have the permission of the character/subject owner to use their design(s).
2. Copyright and Intellectual Property will remain yours until transfer of character/design rights to another person or people.

06 - Illustrative Images

1. You must supply at least one high-quality digital visual reference when applying for a commission.
2. Text references will not be accepted without visual reference, under any circumstances with regards to art/craft commissions, with the exception of reference sheets and graphics - however reference images will help the process.
3. Do not submit more than two relevant visual references per character/subject.
4. Missing features that are not found in the references are not grounds to request a refund or partial return.
5. As with 5.1, you confirm that the references provided are of characters/subjects that belong to you, or that you have the permission to use.

07 - Pricing and Artwork Particulars

1. Commission prices change may change at least once per year, based on market supply and demand.
2. I reserve the right to change prices without prior notice.
3. For an up-to-date quote on your desired commission, please contact me.

08 - Delivery, Packaging & Insurance

1. When choosing to undertake the printing and/or delivery of your artwork; you are responsible for costs of packing, delivery and insurance.
2. I will provide cost options for you and recommend a suitable cost - providing you have supplied me with a suitable address when asking for delivery charges.
3. If damage occurs beyond the insured amount, that is the responsibility of the customer.
4. Postage, packing and insurance are not provided unless specified by the client. These items are subject to additional charges to the standard quote.

09 - Cancellation of Commissioned Work

1. If you decide that you do not wish to continue with the commission, you are required to notify me as soon as possible.
2. The amount refunded to you will depend on how much work has been done on a stage-by
    - 75% Refund - Concept Sketch
    - 50% Refund - Refined Sketch Completed, unless this is the final stage.
    - 25% Refund - Lining Completed, unless this is the final stage
3. Work that has been done will be surrendered to you prior to payment of work completed or refund for overpayments on a case-by-case basis.
4. Partially completed works still retain ownership as detailed in sections 4 and 5.

10 - Payment of Artworks

1. Upon agreement of the commission to start, you are required to pay the price quoted to you by PayPal, Bank Transfer in standard conditions or Cash and Card Payment during events.
2. Payment plans can be arranged at my discretion. The payment terms will be discussed and agreed with you before your commission is accepted. A contract may be required on a case-by-case basis.
    a. Commissions under the payment plan will be completed by percentage of payment received as below:
        - At 25% payment received, you will be sent a sketch.
        - At 50%, you will receive lined artwork.
        - At 75% the piece will be flat coloured.
        - At 100% the piece will be completed fully.
    b. Payment Plans are valid for the period of 2 months from the last completed payment unless otherwise stated. After this time, your commission will be cancelled, and you will receive what work has been completed if you have not completed 100% of agreed payment. This is also true for failure to provide payment as agreed prior to work starting.
3. The customer receives a reasonable limit of edits. This is based on the size of the edits and work required for completion. This does not include missing aspects found in the commission as agreed and shown in reference during the initial quotation.
4. Additional edits beyond the amount allocated will incur a cost based on the complexity and work required for the edit.

11 - Ownership & Distribution of Art

1. All art that I create remains property of Derg Arts for distribution and resale purposes.
2. However, characters depicted remain property of their respective owner(s).

3. Disputes regarding potential future resales of artwork by Derg Arts must be brought up before acceptance of commission.
4. Distribution of artwork by the customer must be confirmed in advance by myself. I will provide a written document as proof of permission.
5. Any work by Derg Arts is forbidden for use in any blockchain/blockchain-related technology, including NFTs, cryptocurrency or future inventions in this area.
6. The artwork is not allowed to be used in any training or generative Artificial Intelligence (A.I) work. Doing so will result in further actions being taken, and being blacklisted from future works. This includes any future inventions in this area.

12 - Payment of Artworks

1. You agree to abide by the terms and conditions outlined in this document.
2. I provide this service on an "as-is" basis without warranty of any kind.
3. However, commissioned images are kept for download for clients for 60 days following completion of work. Customers have the right for a download location upon request.
    a. After 60 days retention, these links may be deleted forthwith. Replacement links are provided at my discretion. The replacement links may not be full resolution.
4. This Agreement is entered into in the United Kingdom and shall be governed by, and shall be construed in accordance with, British law. The courts of the United Kingdom shall have jurisdiction to hear and determine any cost, action or proceedings, and to settle any disputes which may arise out of or in connection with these rules and you irrevocably submit to the jurisdiction of such courts.
5. I reserve the right to change these terms and conditions, as necessary to support my business objectives, communicating this via updating my links to the TOS. Additional notice may be given in advance via a blog post or journal.
6. Using my services constitutes acceptance of these terms.