

Terms & Conditions

www.thingybod.com is a custom illustration service"

1 Thingybods are bespoke characters, created based on a photograph and the characteristics provided upon ordering. These characters are the same height and have uniform arms, hands, legs and feet and the same body shape. Thingybods are provided on a white background with a grey outline. The positioning of the arms and legs is at our discretion. Features are also elaborated on at our discretion.

2 The brief

The information you provide us with when you order your Thingybod is the brief that we work to, and we use the photographs you provide as a visual reference. In order for us to provide you with a likeness we need you to provide us with a clear photograph and as much information as possible.

Please be aware that requests for elaborate additions that can not be incorporated into the standard Thingybod character (as detailed in section 1) may incur extra costs. Should this happen we will contact you and provide you with a quote to cover the additional design time required to meet these requests, or suggest alternative solutions.

3 Before we begin...

Payment is required in advance and no work will be undertaken until this is received. By making payment you are authorising us to produce the artwork, as specified in your brief, for you. **Your authority is given on the basis that you agree to these Terms & Conditions.**

4 Schedules and deadlines

Please make us aware of any deadline at briefing stage so that we can schedule your work accordingly. We aim to have your artwork with you within 5 days of cleared payment, but please respect that we run a busy studio and we may be committed to another project. If there should be a significant delay in getting your artwork to you we will let you know as soon as possible.

5 First proof

We will follow your brief to the best of our understanding. We reserve the right to maintain certain distinctive characteristics in the artwork (as set out in section 1). Your first proof will be provided as a finished piece.

6 Amendments

When we have provided you with a proof that meets the original brief, we understand that it's only natural for there to be minor amendments that you wish to make. We're happy to provide a further proof at no extra cost, so long as the changes do not deviate from the original brief (as set out in section 2).

Artwork is based on the brief provided. Should the brief change substantially or should the client request amendments that fall outside Thingybod characteristics (as detailed in section 1) this will be considered a 'rebrief' and a quote will be issued in addition to the previous payment reflecting these additions/changes. Until payment for additional design time has been made, no further artwork can be undertaken.

If a proof has been provided and you feel that it doesn't meet the brief or that amendments haven't been made to your instruction, we will need to discuss your requirements before a further proof is provided. Should it be agreed that we have not followed your instructions we will provide you with a further proof at no additional cost. If however, it is agreed that we have met your brief to our **full understanding**, a further proof can be produced upon request, the production of which will be charged for at our standard hourly rate.

7 Files

We archive any work we produce for you, so that if you want to update artwork that we have produced for you previously, we will only quote for the time it takes to update the file, i.e., changing individual features and not for the job in its entirety.

For your peace of mind, photographs supplied are not published or distributed without written permission.

Your Thingybod will be supplied as either a RGB .jpg (jpeg) file at 72 dpi (screen resolution) or animated .gif.

Please note: we do not provide source files.

8 Copyright

Unless agreed in writing at briefing stage, all artwork produced remains the copyright of Début. This excludes photography supplied or purchased and/or any branding images supplied or not produced by Début.

This artwork, unless agreed in writing beforehand, **is for personal use only**. If you'd like to use your Thingybod or any element of the artwork for commercial purposes (this includes logos and merchandise) please speak to us.

Do not reproduce, sell on or create new characters from, or based on, the artwork. **We will take action on copyright theft.**

We reserve the right to use artwork we have produced to promote and market our services, either online or in print.

Considerations:

Please ensure all photography provided has adequate permissions for use and that the use of any imagery or text provided does not breach copyright. Responsibility for photography usage and copyright of imagery and text provided remains with the client.

9 Privacy policy

We respect your privacy and are committed to maintaining the security of any personal data received from you or held about you.

We can not be held responsible for the privacy policies of companies or individuals who associate with or link to or from www.thingybod.com.

Information may be held about you on a secure database. This information is used solely for billing and payment purposes or for notifying you of products and services that may be of direct interest to you. This personal information is not available for sale, and is not available for use by any third parties.

Customer service

We're aware of the benefits of forming a good working relationship with our clients, as the majority of our regular clients have come to us on referral. Whenever possible we try to have one designer work with a client from briefing stage through to delivery.

If there's anything you are not happy with, anything you don't understand or if you need any more information on any of the services we offer, we would like to hear from you. Your feedback is important to us.