

# General Terms and Conditions (GTC) for Event Illustration

19. März 2025

## 1. Scope

1.1. These General Terms and Conditions (GTC) apply to all contracts between Elena Dolgova / Jelena Fiala (hereinafter referred to as „Illustrator“) and her clients (hereinafter referred to as „Client“) for the service of „Event Illustration.“

## 2. Services

The Illustrator creates hand-drawn illustrations during an event. The scope of services is individually agreed upon with the Client and includes, among other things, the number of illustrations, the method of execution, and the usage rights.

Additional Customization: The drawing sheets are standardly embossed with the Illustrator's artist name, „Jelena Fiala.“ If the Client desires individual branding, this must be communicated at least 14 days before the event date. For an additional fee, the paper can be customized with a requested logo, monogram, or a special background. Illustrations can also be framed upon request. Individually branded envelopes are available as well. Pricing upon agreement.

## 3. Booking & Contract Conclusion

Bookings can be made via email at [jelena@jelenafiala.com](mailto:jelena@jelenafiala.com), phone at +43 664 73080386, or through the contact form on the website [jelenafiala.com](http://jelenafiala.com). A booking is considered binding when the date and performance duration have been confirmed by both parties via email. A non-refundable deposit of 30% is required to confirm the booking. The remaining balance must be paid no later than the day of the event.

## 4. Prices & Payment Terms

Prices are based on the agreed scope of services and will be documented in writing before the contract is finalized. Payment is made via bank transfer or cash upon invoicing.

Travel Expenses: The Illustrator works within the EU. For events outside Vienna or abroad, additional travel costs apply, including transport, flights, accommodation, and travel time. All travel costs must be fully covered before departure.

## 5. Cancellation & Withdrawal

If the Illustrator is unable to attend due to unforeseen circumstances, an alternative date will be offered, or a full refund will be provided.

A free cancellation is possible within three days after booking confirmation. After this period, 30% of the agreed fee (net) will be charged as a cancellation fee.

If the booking is canceled within seven days before the event, 100% of the agreed fee will be charged.

Cancellations due to force majeure are exempt from these rules.

Already booked train tickets, flights, accommodation, or other incurred costs related to the assignment will always be invoiced to the Client.

The Illustrator retains full artistic freedom. While Client preferences are considered, the final outcome is subject to artistic interpretation. Returns or discounts due to differences in taste are excluded.

## **6. Drawing Time & Post-Event Illustration**

The minimum booking duration for performances is generally three hours (exceptions possible in Vienna and surrounding areas).

The Illustrator can typically create around 6–7 individual portraits or 3 couples per hour. The exact number depends on factors such as materials used, guest interaction, photography, and breaks.

If not all guests can be illustrated within the booked time, it is possible to complete them after the event for an additional fee.

If more detailed illustrations are desired, these can be prepared before the event based on photos. Pricing and conditions will be individually discussed.

## **7. Usage Rights**

The copyright remains with the Illustrator. Commercial use requires a separate agreement and additional copyright fees. Illustrations are personal gifts and may be copied for private use. Clients are welcome to share them on social media with a credit to @jelenafiala on Instagram.

## **8. Liability**

The Illustrator is only liable for gross negligence or intent. No liability is assumed for delays or failures due to force majeure.

## **9. Data Protection**

All client data is treated confidentially and used solely for processing the order. No data will be shared with third parties.

By placing an order, the Client agrees that any photos or videos taken of the Illustrator during the event may be published. If the Client does not agree, this must be communicated before the event.

## **10. Final Provisions**

Any changes to these GTC must be made in writing. Austrian law applies.