



St James's Palace in 1640. Digital 3D reconstruction model. © The Royal Collection Trust / His Majesty King Charles

Digital Reconstruction Illustrations and Models

A brief guide to commissioning my work, Contract Terms and Conditions



Illustrated Reconstructions

If you are interested in commissioning me to produce a reconstruction illustration or a digital 3D model and want to know how long the process takes and what to budget for, I've created this guide to explain what I will need from you to be able to put together an estimate of costs, a working schedule, and a specification.

First, I ask my clients to understand that producing a historical reconstruction is a long and iterative process that requires time and care. To many people who see my final reconstruction image, it isn't always apparent how much effort goes into the planning, preparation, and research side of creating these images, which I take great pride in.

Either due to the lack of physical or historical evidence, the task of reconstructing an extremely fragmented or ruinous heritage site can be enormously challenging and sometimes frustrating. To assist me, I collaborate with experts such as historians, archaeologists, cultural advisors, and academics. Their help and input ensure my reconstructions are as accurate and authentic as possible. Peer review is essential to my work, as is documenting my process properly.

Artists can usually rely on their imagination or 'artistic license', but I rarely enjoy the same freedom and manoeuvrability. I have to follow the evidence, and I cannot just make things up. Speculation is my last resort when I don't have enough evidence or historical data to guide me. This is where consultation with one or more experts becomes essential. As you can imagine, it takes a bit of time and patience.

Each project presents various challenges, and although my approach and methodology are always the same, no two projects are alike. The scale, scope, and complexity of the work involved can vary greatly. I won't be able to estimate a project's value until I know some specific details in advance, so the following may help you to prepare the information I need ahead of your project.

How long does it take you to produce a typical reconstruction drawing?

It really depends on the scale of the project and the technical complexity of the 3D modelling work. A detailed reconstruction drawing can take between three weeks and three months to produce, but sometimes longer in exceptional circumstances. Illustrations with extraordinary levels of detail and showing many figures will require a significantly longer lead time. The same can be said for animated reconstructions, Virtual Reality (VR), and Augmented Reality (AR) experiences.

What are your rates?

I charge a rate of £200 per-day*, For projects exceeding £10K in value, I am open to negotiation on my daily rate. I do not charge VAT on my services.

Travel and subsistence for site visits and all other materials or sub-contracted services are charged at the cost price. Travel costs will be charged at standard class fare prices, three-star accommodation, and the lowest class of hire vehicle if it is inconvenient to use public transport to reach a site. Mileage using my own vehicle is charged at 45pence per mile. Time spent travelling and attending meetings is charged at the lower rate of £80 per-day.

If I appoint a consultant or request help from another artist, I usually invite them to submit their costs and enter a contract with you separately.

We only have a small budget. Can you produce simpler reconstruction drawings with less detail, e.g. outline drawings or sketches?

Yes, I can produce these, although my forte is high-detail imagery. I may choose to prioritise these projects over those requiring less detail, but I consider all projects, large or small, simple or challenging, as long as I have enough time to complete them.

Will we have to sign a contract agreement?

Yes. I will send you a formal contract agreement outlining the key project deliverables, an anticipated schedule, technical specification, and complete terms and conditions. You are welcome to produce your own contract agreement, which I will be happy to sign, provided I agree with its terms.

^{*2025-26} Rates

Do you set a limit on the number of drafts and revisions?

In the early stages of a project, I may share an unlimited number of drafts and wireframe models with the client and historical consultants to get their input and feedback. This stage is usually the most challenging, so I find it impractical to limit the number of drafts. As the image approaches the final draft stage, I will invite the client to formally 'sign off' the progress made before I commit to adding the finishing touches and visual polish. Beyond this point, we agree that further revisions may impact the project schedule, and I may need to adjust my fee. Please see [1.6] in my Contract Terms and Conditions for more information about the review and sign-off procedure.

We have a tight deadline, could you use Artificial Intelligence (AI) technologies to speed up the process?

Some elements of my work use AI technology to reduce workflow time and bottlenecks - these tools are default features of the 3D software I use. However, generative (prompt-driven) AI technologies are problematic for historical reconstruction, and I am strongly against using these to produce or enhance my work for personal, professional, and ethical reasons. Respectfully, please do not consider commissioning me if this is the route you intend to take.

Who owns the artwork at the end of the contract?

By default, you, the client, will own exclusive and perpetual display rights to the resulting imagery. No further royalties are due to me once all outstanding invoices have been paid in full. I cannot sell the artwork/s to anyone else.

Unless otherwise agreed in our contract, Intellectual Property (IP) for the digital 3D models I create must remain with me, the artist. There are several reasons for this, which I will be happy to explain in more detail. Please see [1.8] in my Contract Terms and Conditions for more information about IP and digital models.

What about project publicity?

As the artist, I retain the right to document and showcase all work I have been commissioned to produce for my own promotional use. I ask my clients to recognise that this is an essential means for me to attract future work. I will typically display the work and a project summary on my website at the end of the project, and share some of the work across my social media accounts unless the client expressly denies this in our contractual agreement. Please see [1.11] in my Contract Terms and Conditions for more information.

Got more questions?

Contact me using the information on the <u>last page</u> of this document.



Project outline and overview

Please tell me as much as you can about your project, and state the roles and obligations of everyone in your team working on it, whom I may need to contact for key information, e.g. historians, archaeologists, architects, researchers, and interpretation designers. I will need the name and contact details of the lead project manager who will be my main point of contact throughout the project, the name of the client's business or organisation, postal address, daytime telephone number and email address.



Illustration brief

- I will need to know how many reconstruction images are required and the level of detail expected.
- Where and how will the images be displayed, and in what format? What is your intended audience?
- Do you require exterior or interior views, a cutaway drawing, or a range of different views?
- What date or period will the reconstructions depict?
- Will you require chronological reconstructions to show a building's phasing and development?
- Are multiple views required of the same building or scene from different viewpoints?
- Will there be activity and figures in the scene?
- Do you require additional interactivity e.g. augmented reality or a virtual experience? 360-panoramic imagery? Animation? Sketchfab model?
- What is your project's delivery schedule? NB: I usually need quite a few months of advance notice.
- Will you also require the 3D models at the end of the project? My estimate will provide costs for the image development, including an exclusive rightsbuyout license. These costs do not include the rights (IP) to the developed 3D models except under certain circumstances. Please see [1.8] in my Contract Terms and Conditions for more details.



Geospatial survey data

This umbrella term refers to digital laser scanning, photogrammetry, Geographic Information System (GIS) data, LIDAR, landscape elevation (Digital Terrain Model) or contour data. Most regions of the United Kingdom have been extensively surveyed using LIDAR, and I can easily grab the terrain data from Government websites and Ordnance Survey digital mapping. Some northerly regions of the country (Scotland) have quite patchy data, and sometimes I will have to obtain the information I need from other providers or commission a new topographical survey. Historic maps can be accessed from the National Library archives and are extremely useful for reconstructing landscapes.



Measured survey data

Floor plans, phase plans, archaeological survey drawings, scale elevation view photographs or illustrations.



Archaeological surveys

The more recent, the better. I may need to seek updated advice if the surveys are quite old. Conservation Management Plans and watching briefs sometimes contain useful details. It may take some time to digest the information in longer archaeological reports and extract the information that's relevant to me for producing a reconstruction drawing.



Historical records, accounts, drawings and engravings

Unless provided by the client, I typically appoint a historian or researcher to assemble this information from archives and libraries. I will need time to look through the information carefully.



Third party consultants

I usually work with architectural historians or archaeologists, who my clients have appointed, and I often receive my briefing material from them. I will recommend an external consultant if a client hasn't appointed anyone. Their fees will be outlined in my project proposal and estimate. The client will enter a separate contract with the appointee.

Contract Terms and Conditions

1.1

Terminology

"CONTRACTOR, or CONTRACT ARTIST" refers to BOB MARSHALL, Digital Artist & 3D Modelmaker.

"CLIENT", "CONTRACTEE" refers to the **CLIENT** shown on the covering page of the Contract Summary.

"PROJECT" refers to the title of the **PROJECT** named on the covering page of the Contract Summary.

"WORKS" refers to artworks or products produced by the contractor.

"SERVICES" refers to the services the contractor shall provide to the contractee, summarised in the Contract Summary.

"CONTRACT" refers to the document of agreement by the contractee to hire the contractor's services.

"AGREEMENT" refers to the acceptance by the contractor to provide the Services in accordance with the contractee's

Terms and Conditions, AND the contractee's acceptance of the contractor's pricing, scheduling and Terms and Conditions.

"DELIVERABLES" refers to the key deliverables described in the Contract Summary.

"SPECIFICATION" refers to the Specification for the key deliverables described in the Contract Summary.

"PROJECT COMMENCEMENT" is the commencement date stated in the Contract Summary.

"PROJECT DELIVERY" is the delivery date stated in the Contract Summary.

"SCHEDULE" refers to the arrangement for the execution and delivery of the Project between the Date of Commencement and the Date of Delivery stated in the Contract Summary.

"SIGN-OFF" refers to the requirement for the contractee/client to inspect and approve the contractor's work.

1.2

Agreement

The contractor agrees to undertake the services outlined in the Contract Summary for the contractee and agrees to comply with the contractee's terms and conditions.

1.3

Warranty

The contractor (without limiting the Services) warrants the following concerning the project:

- a) that the contractor is entitled to assign the rights under this agreement to the contractee/client;
- b) that all submitted material shall not contain any libellous, blasphemous or immoral matter, or any matter infringing the copyright or other rights of any other person;
- c) that the contractor is free to enter into and perform this agreement and is not under any disability or restriction which may prevent the provision of these services;
- d) that the contractor has obtained any necessary assignments and waivers from any contributing artists or creators;
- e) that the contractor will not violate or infringe the copyright or other rights of any person.

The contractor shall indemnify the contractee/client, and will keep them indemnified from and against all actions, suits, proceedings, claims, demands and reasonable costs incurred by the contractee at any time due to any actual or alleged breach of the above warranties.

1.4

The Contractee's obligations

The contractee, or the client shall:

- a) Provide all resources, references and factual information that the contractor needs in a timely manner so as not to hinder progress. The contractor will not commence work until all the resources and references necessary for the execution of the project have been received if these are being supplied by the contractee.
- b) Guarantee that all instructions, raw materials, references and other information supplied to the contractor are accurate. The contractee accepts that any information it supplies to the contractor that is later found to be incorrect may result in the need for remedial work and that this may compromise the delivery schedule or incur additional fees
- Agree that no further changes or alterations can be made to any artwork marked as 'FINAL DRAFT' or 'APPROVED ARTWORK' after it has been formally 'signed-off' without compromising the delivery schedule or incurring additional costs.

1.5

Fees and Payment

The contractor confirms their status as a business, or is self-employed, and is therefore responsible for paying tax and National Insurance contributions.

The contractor must declare their VAT status before signing the contract agreement.

Default payment terms are 15 days after receipt of invoice. Payment will normally be made by BACS transfer. The contractee must provide the contractor with their full business name, bank account number, and sort code.

The contractee will pay the contractor at three appointed milestones described in the project schedule which are typically:

- a) 25% payable upon project commencement (Pro-Forma Invoice)
- b) 25% payable upon reaching the first project milestone (normally the first draft and review point of the project)
- c) 50% payable on the date of delivery.

1.6

Timescales and scheduling

The contractor agrees to deliver all material to the contractee by the dates set out in the schedule and agrees to notify the contractee immediately (within 72 hours) of any potential slippage of dates.

Review and sign-off procedure

The contractee/client shall review and provide feedback and 'sign-off' the working drafts that the contractor submits within ten (10) working days. The contractee accepts that in failing to do so, the contractor's ability to deliver the project on time may be compromised.

Communications

The contractor shall keep the contractee regularly updated on the progress of the project. In advance of the project's date of commencement, the contractor and the contractee shall agree to notify each other of any planned leave of absence (e.g. business, holiday) that may impact the continuity of the project. Both parties agree to implement measures to ensure that a line of communication can be maintained throughout the course of the project to mitigate potential delays.

1.7

Copyright of completed, approved artworks

ONE of the following two license types will apply. The type of license will be specified in the contract summary.

1.7.1 Rights Buyout

Copyright to ALL still images and animated sequences shall be assigned to the contractee/client upon completion and acceptance of the work and once all fees have been received. The contractor may not resell the final artwork/s or the completed (assembled) 3D project to other potential buyers. The contractor shall execute all such documents as may be necessary to confirm the title of the contractee/client, to the said copyright and related rights upon the delivery of the completed, approved artworks. The contractee/client acknowledge that certain digital assets used in the project must remain the contractor's IP (Intellectual Property) (See 1.8).

1.7.2 Standard Image License

The contractor's fee MUST include a Rights-Managed License granting the contractee/client, unrestricted use of commissioned artworks across all media on the understanding that the contractor may sell the rights to the commissioned artwork/s to other potential buyers. The contractor will retain ultimate copyright/IP to the artwork/s and 3D models (See 1.8).

Title in all material sent by the contractee in connection with the project shall remain at all times with the contractee/ client, or the lender.

1.8

Copyright and Intellectual Property of Individual Digital Models and Assets

- a) Title and exclusive rights to 3D assets will only be assigned to the contractee/client where an asset has unique properties. Examples may include, but are not limited to, models made according to a client's design (IP) and models created using research provided by the client, and cannot serve other uses. The contractor shall retain IP for some individual digital 3D models, which contain shared assets, including materials, textures, scripts, and 3D mesh geometry used widely across other projects.
- b) If requested, the contractor will provide access to some of the individual 3D models created during this project for the contractee/client's use in connection with the project. The contractor is not obliged to provide technical support or guidance on using and manipulating these models, but may do so at their discretion.

1.9

Termination

1.9.1

The contractee shall be entitled to terminate this agreement if at any time the contractor is:

- in material or persistent breach of its obligations under the agreement and has not (in the case of a remediable breach) put right the breach within ten (10) working days of a notice from the contractor requiring it to be put right; or
- ii. in the reasonable opinion of the contractee, incompetent, guilty of gross misconduct or any serious or persistent negligence in the provision of the services; or
- iii. the contractor is prevented from providing the services as a result of bankruptcy or insolvency.
- 1.9.1 The contractee shall be entitled to suspend the agreement without liability to the contractor if the contractor is prevented by illness or injury from providing the services for two (2) consecutive weeks or an aggregate period of two (2) weeks in any period. If the agreement is suspended the contractee may at its own discretion reschedule the timetable of services in consultation with the contractor. If suspension has continued for a period of one (1) continuous calendar month or more either party may, by notice in writing to the other, terminate the agreement.
- 1.9.2 During any period of suspension the contractee shall not make any payments to the contractor. The contractee, and the client shall remain entitled to all rights granted or assigned to it by the contractor under the agreement.

- 1.9.3 The contractor shall upon termination of the agreement for any reason (within seven (7) days) return to the contractee/client, in good order all items of correspondence and other material sent or received by the contractor in connection with the project.
- 1.9.4 If the contractee chooses to terminate the agreement for any reason other than as described in 1.9.1 in the period between the date of signing of the contract and the project commencement sate, then the contractor shall reserve the right to invoice the contractee up to a maximum of 25% of the overall project value to cover potential loss of income.

1.10

Insurance

The contractor is responsible for ensuring they have adequate insurance to cover materials or items of value supplied to the contractor by the contractee/client, for use in the project.

1.11

Confidentiality and Non-Disclosure Agreements (NDA)

The contractor shall keep the terms of the agreement, their involvement in the project, all supplied documentation, materials and resources, strictly confidential during the contract term, and until the contractee/client grants permission to the contractor to publicise this information for the purpose of promotion (below).

Contractor's use of completed artworks for promotion

The contractor may document and publicise their involvement in the project, and showcase their works for promotional purposes at the end of the project. The contractor shall not publicise the works until granted permission by the contractee/client. The contractor shall ensure that the contractee/client's copyright is appropriately acknowledged where the works are displayed.

1.12

Miscellaneous

Neither party shall be liable to the other in respect of anything which may constitute a breach of the agreement arising by reason of force majeure, namely, circumstances beyond that party's control which shall include (but shall not be limited to) fire, flood, sabotage, embargo, strike or lock-out, pandemic, war, riot or acts of local government and parliamentary authority. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an event of force majeure.

The agreement or any provision thereof may be amended or modified only with the mutual consent of the parties as set out in writing, expressly stating the parties' intent to amend the agreement.

The contractor agrees to keep and store safely back-up copies of all final artwork supplied to the contractee/client during and after the contract for a minimum period of twelve (12) months.

All digital 3D model files used in the creation of the project and back-up files may be retained by the contractor for an indefinite period of time.



Tel. 0775 380 8482

Email. info@bmmedia.co.uk

web. www.bobmarshall.co.uk



Member/Supporter of the Society of Architectural Illustrators (MSAI), Scottish Castles Association, and the Caithness Broch Project.