Keisuke H Artists Ltd.
K Design

Terms & Conditions

1. PARTIES
Keisuke H Artists Ltd. is 'the company', 'we', 'us', 'our'.
A party contracting with the company is 'the client', 'you', 'yours'.

2. QUOTES
The company shall be controlled by the client on the terms set out in our proposal/estimate/quotation. After initial consultation we will provide you with a written estimate based on the criteria given to us by you. If you wish us to proceed you will return a signed copy of the proposal with a 30% deposit payable by cash, cheque or credit card. Once payment is received we will begin working on the project.

3. PROOFS
We will supply you with the number of samples as agreed in your written proposal.
Any samples above this figure will be charged for separately. Once we have submitted a proof to you, any alterations, including style, format and layout will be charged for separately.
Once the proof has been approved by you in writing we will not accept any responsibility for errors or omissions.

4. PAYMENT
An initial non-refundable deposit of 30% for graphic or 50% for web is payable upon commencement of any design project. Once final proof has been signed-off, full and complete payment is required before release of the artwork. For print only service, the full amount is payable in advance.
Payments can be made by cash, cheque credit card or BACS. All quoted prices exclude VAT which will be paid by the client.

5. COPYRIGHT
The client will unconditionally guarantee that any subject matter, text, photos, graphics, designs or trademarks are owned by the client or that the client has permission from the rightful owner to use these elements. The client also agrees to indemnify and hold harmless the company from all liabilities, damages or costs from any claim arising from the use of such elements.

6. CANCELLATION
Any cancellation will require our approval. Any deposit paid up to the cancellation is non refundable. We reserve the right to charge for work carried out up to the notified cancellation date. If you wish to cancel after the final proof is signed-off, full and complete balance becomes payable.

7. DELIVERY
All artwork will be supplied on CD for either collection or delivery. Alternatively files may be transferred electronically be email. Where a delivery option is preferred, you will pay any applicable delivery charges. Every effort will be made to deliver promptly, but we will not be liable for loss or damage suffered by you through reasonable or unavoidable delay in delivery.

8. COLOUR PROOFS
Colour proofs are normally supplied as a PDF file. Where a printed proof is required, due to difference in equipment, paper, inks and other conditions between colour proofing and production operations, an unavoidable variation in colour between colour proofs and the completed job is to be expected and wil be considered acceptable performance.

9. FORCE MAJEURE
We will not be liable for any failure of performance due to an act of God, war, strike, lockout, industrial action, fire, flood, storm or any other event beyond the control of the company.

10. LAW AND JURISDICTION
The contract shall be governed and constructed in accordance with English Law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Law Courts.