

Terms and Conditions

Definitions:

(The Client' means the party, client, customer or any person acting on their behalf with whom Keala's Studio works with.)

1. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly
2. Design work will not commence (see T&C, 8) until the Client has agreed either written or verbally to the quotation provided by Keala's Studio for the design work outlined in the quotation.
3. All work is billed either monthly or on completion of project stage, or the relevant hourly charge as previously agreed.
4. Once a client has agreed to Keala's Studio current Terms and Conditions Keala's Studio will invoice in project stages e.g. Stage 1 Conceptual Design 30%, Stage 2 Design Development and completion 70%.
5. Thirty percent (30%) of the agreed amount must be paid upfront to Keala's Studio for stage 1 followed by the remaining seventy percent (70%) once the project has been signed off- stage 2.
6. All estimates are based on expected or agreed design time and include three sets of revisions where alterations are called for by the Client, if the Client requests more than three revisions the client will be liable to pay additional changes which will be added to the total project costs. The Client will be informed of these additional charges.
7. Where there is a change of brief, Keala's Studio will inform the Client in advance of any extra costs likely to be incurred.
8. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, Keala's Studio will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
9. Whilst every effort will be made to achieve agreed delivery, Keala's Studio cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Company's control.
10. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that Keala's Studio judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or any other supply costs accruing.
11. Keala's Studio considers the design project complete upon receipt of the customer's sign off. Other services such as printing or design alterations etc contracted by the Clients or a representative on the Client's behalf constitute a separate project and can be treated as a separate charge.
12. The client will be asked to sign off the design proof which will be completed before the invoice is sent to the Client. At this time the remainder of the fees due will become payable. Keala's Studio must receive full payment prior to supplying transfer of ownership of the artwork.
13. Payment for the full or part amount of the total may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, Keala's Studio must receive full payment prior to supplying transfer of ownership of the artwork.
14. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.
15. Once final proofs/materials have been signed off, Keala's Studio cannot be held responsible financially or otherwise for any errors relating to print, or any end product.

16. Copyright, both physically and intellectually, of all graphic design and illustration work is retained by Keala's Studio including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.
17. If multiple design concepts are submitted, only one concept is deemed to be given by Keala's Studio as fulfilling the contract. All other artwork designs remain the property of Keala's Studio, unless agreed in writing.
18. It is the responsibility of the Client that all materials (including, but not limited to images – photographs, diagrams or illustrations, the clients' own and third party logos as well as intellectual property in other media) supplied to Keala's Studio by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. Keala's Studio will not accept responsibility/liability for infringements caused by any wrongly supplied materials.
19. Whilst taking every care to protect all media and correspondence supplied, Keala's Studio cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
20. Advice of any loss, quality or damage issues must be reported to Keala's Studio within five clear working days of delivery and receipt (whether be printed or digital) and any claim in respect thereof must be made in writing to Keala's Studio within 3 working days thereafter. Keala's Studio shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.
21. Keala's Studio cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore Keala's Studio will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
22. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by Keala's Studio.
23. Keala's Studio reserves the right to use both initial creative concepts and final approved design work for the purposes of Keala's Studio marketing activities (both online and offline) unless otherwise requested/agreed with the Client.
24. Keala's Studio shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.
25. The Client is agreeing fully to Keala's Studio trading Terms and Conditions by commissioning our services.