



# Terms And Conditions

Last Updated: 01/04/2021

The following Terms and Conditions of business apply to all products and services provided by Kanso Agency (hereafter referred to as Kanso) and in the event of any dispute are governed by the laws of England. All work is carried out by Kanso on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Kano on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Kanso, unless specifically agreed in writing.

## Project Acceptance

At the time of proposal, Kanso will provide the customer with a written estimate or quotation by email. These Terms and Conditions can be read at any time on the Kanso website.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Kanso.

Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept our terms and conditions, or an email acknowledging acceptance of the quotation.

For the avoidance of doubt, the Kanso Terms & Conditions are what govern the job, not any conditions on the customer's purchase order.

## Charges

Charges for design services to be provided by Kanso will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable payment of 50% of the quoted fee will become immediately due.

**Kanso rate card** (correct at 01/04/2021):

<b>Service</b>	<b>Hourly rate</b>	<b>Day rate</b>
Website/application coding development	£100	£700
UI/UX design	£100	£700
Graphic design	£80	£600
Artworking	£70	£500
Copywriting	£55	£400
Digital marketing services	£70	-

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of 50% of the project quotation total, before the work commences or is supplied to the Client for review. The balance will be due upon completion of the work, prior to upload to the web server or release of materials.

## Source Files

We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

## Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.



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## Payment

The customer will be provided with an Approval Form or Proof Email, and an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form or signify approval by email to Kanso.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, may incur late payment interest charge at the Bank of England Base Rate plus 5% on the outstanding amount from the date due until the date of payment.

Publication and/or release of work done by Kanso on behalf of the client, may not take place before cleared funds have been received.

## Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice or following a returned cheque. Kanso shall be entitled to remove Kanso's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount.

Customers whose accounts become default agree to pay all Kanso's reasonable legal and accounting expenses and third-party collection agency fees in the enforcement of the debt and these Terms and Conditions.



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## Copyrights and Trademarks

By supplying text, images and other data to Kanso for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Kanso on behalf of the customer, will remain the property of Kanso and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Kanso, the necessary permission to use materials (for which Kanso holds the copyright) in forms other than for which it was originally supplied, and Kanso may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third-party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Kanso.

By supplying images, text, or any other data to Kanso, the customer grants Kanso permission to use this material freely in the pursuit of the design.

Should Kanso, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Kanso to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Kanso free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.



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## Alterations

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Kanso holds no responsibility for any amendments made by any third-party, before or after a design is published.

## Licensing

Any design, copywriting, drawing, idea or code created for the customer by Kanso, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Kanso and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

Kanso will not be held responsible for any and all damages resulting from such claims.

Kanso is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Kanso responsible for any such loss or damage.

Any claim against Kanso shall be limited to the relevant fee(s) paid by the customer.



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## Data Formats

The client agrees to Kanso's definition of acceptable means of supplying data to the company.

Text is to be supplied to Kanso in electronic format (e.g. .txt, Microsoft Word, cloud shared folder, or via email).

Images which are supplied in an electronic format are to be provided in a format as prescribed by Kanso. Images must be of a quality suitable for use without any subsequent image processing (unless included in the estimate of costs).

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

## Design Project Duration

Any indication given by Kanso of a design project's duration is to be considered by the customer to be an estimation. Kanso cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Kanso for the initial payment or by date confirmed in writing by Kanso.

## Rights of Access for Website Construction

The client agrees to allow Kanso all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including any necessary usernames and passwords.

The customer agrees to supply Kanso with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## Design Project Completion

Kanso considers the design project complete upon receipt of the customer's signed Approval form or sign-off email. Other services such as printing, display panel production, website uploading, publishing etc., either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.



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## Website design only

Kanso require that a prototype is approved by the customer before coding of a site commences. Once the templates for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template may incur an additional charge.

Once web design is complete, Kanso will provide the customer with the opportunity to review the resulting work. Kanso will make one set of minor changes at no extra cost within 30 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to the core structure or features of the website. Any minor changes can be notified to Kanso by email.

Kanso will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 30 days of the start of the review period.

## Hosting websites/applications

Kanso offers hosting services through a third-party supplier, under their SLA. Kanso does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Kanso may request that clients change the type of hosting account used if that account is deemed by Kanso to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting are due at the commencement of any period of service and are non-refundable.

## Domain Registration

Kanso cannot guarantee the availability of any domain name. Where Kanso is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.



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## Design Credits

The customer agrees to allow Kanso to place a small credit on printed material exhibition displays, advertisements and/or a link to Kanso own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Kanso to place websites and other designs, along with a link to the client's site on Kanso's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

## Rights of Refusal

Kanso will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Kanso also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Kanso does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Kanso to remove the contravention without hindrance, or penalty. Kanso is to be held in no way responsible for any such data being included.

## Cancellation

Cancellation of orders may be made initially by telephone or e-mail. However, following this, Kanso will need formal notification by email. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Kanso within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.



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## Disclaimer

Kanso makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Kanso will not be held responsible for any and all damages resulting from products and/or services it supplies. Kanso is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Kanso responsible for any such loss or damage. Any claim against Kanso shall be limited to the relevant fee(s) paid by the customer.

Kanso reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Kanso will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Kanso and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Kanso recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

## General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Kanso reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Kanso, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at [kanso.agency](http://kanso.agency).

An estimate validated by the customer's signature on the estimate or quotation form, or by email, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Kanso.



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