



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

Effective Date: These Terms & Conditions apply to all current, future, and previous work undertaken by KYAK Studio unless otherwise agreed in writing.

Business Name: KYAK Studio

Services: Branding, Graphic Design, Creative Direction, Marketing, Digital Content, Social Media, Illustration, Photography, Videography, Print Design, Web Design and related creative services.

1. Introduction

These Terms & Conditions (“Terms”) govern all services provided by KYAK Studio (“the Studio”, “we”, “us”, or “our”) to any client (“the Client”, “you”, or “your”).

By instructing KYAK Studio to undertake work, accepting a quotation, paying a deposit, or otherwise engaging our services, the Client agrees to be bound by these Terms.

These Terms are intended to protect both KYAK Studio and our clients by ensuring transparency, professionalism, and a clear understanding of responsibilities throughout the project lifecycle.

2. Initial Consultation & Scope of Work

2.1 KYAK Studio will typically begin projects with an initial consultation, discovery meeting, written brief, or exploratory discussion.

2.2 Following this stage, we may provide:

- A written quotation;
- Proposal document;
- Project scope;
- Timeline estimate; and/or
- Creative recommendation.

2.3 Quotations are valid for 30 days unless otherwise stated.

2.4 Any estimated timescales are provided in good faith and may be subject to change due to:

- Delays in client feedback or approvals;
- Supplier availability;
- Changes to the agreed scope;
- Technical issues; or
- Circumstances beyond our control.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

3. Acceptance of Work

3.1 A project shall be deemed accepted once:

- The Client confirms acceptance in writing;
- The Client pays the required deposit; or
- The Client instructs KYAK Studio to commence work.

3.2 Acceptance of the quotation or proposal constitutes acceptance of these Terms & Conditions.

3.3 Any changes requested after acceptance may be subject to additional charges and revised timelines.

4. Deposits, Fees & Payment Terms

4.1 Unless otherwise agreed in writing, KYAK Studio requires:

- A non-refundable 25% deposit before work commences;
- The remaining balance payable upon project completion.

4.2 Final invoices are payable within 7 calendar days of the invoice date unless alternative terms are agreed in writing.

4.3 KYAK Studio reserves the right to:

- Suspend work;
- Withhold delivery of final files;
- Delay transfer of intellectual property rights; or
- Terminate services

where payment is overdue.

4.4 Late payments may incur:

- Statutory interest;
- Reasonable debt recovery costs; and/or
- Administrative fees where permitted by law.

4.5 All quoted prices are exclusive of VAT. VAT will be added at the point of invoice where applicable.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

5. Revisions & Additional Work

5.1 Unless otherwise stated within the quotation or proposal, all projects include a standard maximum of 2 rounds of revisions.

5.2 Additional revisions, amendments, redesigns, or changes outside the agreed scope may incur additional charges.

5.3 Significant changes to the project brief after work has commenced may require:

- A revised quotation;
- Additional payment; and/or
- A revised completion timeline.

6. Client Responsibilities

6.1 The Client agrees to provide:

- Accurate information;
- Timely feedback;
- Required approvals;
- Necessary content and assets; and
- Relevant permissions or licences.

6.2 Delays caused by the Client may affect project timelines and delivery dates.

6.3 The Client is responsible for reviewing and approving all final work before publication, printing, distribution, or implementation.

7. Intellectual Property & Copyright

7.1 KYAK Studio Copyright

Unless otherwise agreed in writing:

All creative concepts, designs, artwork, strategy, layouts, files, and visual solutions created by KYAK Studio remain the intellectual property and copyright of KYAK Studio until full payment has been received.

KYAK Studio retains the right to display completed work within portfolios, websites, social media, awards submissions, and promotional materials.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

7.2 The Client may not:

- Alter;
- Reproduce;
- Manipulate;
- Repurpose; or
- Modify

KYAK Studio work without prior written permission, which may incur additional cost.

7.3 Source files, working files, editable artwork, and production assets remain the property of KYAK Studio unless explicitly transferred in writing.

8. Third-Party Suppliers & Freelancers

8.1 KYAK Studio may engage trusted third-party suppliers and creative professionals to assist in delivering services, including but not limited to:

Photographers;

- Videographers;
- Illustrators;
- Animators;
- Social content creators;
- Developers;
- Printers;
- Signage suppliers; and
- Freelancers.

8.2 While KYAK Studio manages and coordinates these services as part of the Client project, individual contributors may retain copyright ownership of their original work unless otherwise agreed contractually.

8.3 Supplier Commissioned Work & Usage Rights

Where KYAK Studio commissions third-party suppliers, freelancers, contractors, or creative contributors on behalf of a Client project, all work produced for that commissioned project shall be deemed commissioned by and for KYAK Studio for use within the agreed scope of work and end-client contract.

KYAK Studio retains the unrestricted right to use, adapt, reproduce, supply, publish, distribute, and apply such commissioned work as necessary for the delivery of the agreed project, campaign, or creative solution.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

Unless otherwise agreed in writing, the originating creator, supplier, or contributor may retain the underlying intellectual property and authorship rights to their original creative output. However, by accepting commission from KYAK Studio, the supplier grants KYAK Studio an ongoing licence to use the commissioned material for the intended commercial and creative purposes associated with the Client project.

The Client acknowledges that certain third-party assets, imagery, photography, illustration, video, audio, or creative elements may remain subject to the original creator's copyright ownership, licensing terms, or usage restrictions.

8.4 KYAK Studio accepts responsibility for the professional management and intended use of commissioned supplier work within the agreed project scope.

8.5 KYAK Studio shall not be held liable for:

- Supplier delays;
- Supplier insolvency;
- Equipment failure;
- Force majeure events; or
- Third-party contractual disputes beyond our reasonable control.

9. AI (Artificial Intelligence) Policy

9.1 KYAK Studio may use AI-assisted tools during the early research, ideation, brainstorming, or exploratory phases of selected projects.

9.2 However:

- Final creative solutions;
- Artwork;
- Brand identities;
- Commercial designs; and
- Finished deliverables

are developed, refined, and professionally produced by KYAK Studio specifically for the commissioned project.

9.3 KYAK Studio does not knowingly rely upon fully AI-generated artwork as final commercial creative output unless there is no alternative, in which case the Client will be made aware that AI-generated content has been used.

9.4 Clients may provide AI-generated imagery or references to help communicate ideas, inspiration, or creative direction during early discussions.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

9.5 KYAK Studio reserves the right to refuse the direct use, reproduction, tracing, or implementation of AI-generated designs where:

- Ownership is unclear;
- Commercial usage rights are uncertain;
- Trademark protection may be compromised; or
- The material is considered ethically or professionally unsuitable.

9.6 In such instances, KYAK Studio may recommend:

- A redesign;
- Professional redraw;
- Alternative creative route; or
- Bespoke recreation suitable for commercial application.

9.7 The Client acknowledges that:

- AI-generated content may not qualify for trademark protection;
- AI systems may generate content derived from publicly available material;
- The use of AI-generated imagery may create legal or ethical uncertainty regarding originality and ownership.

9.8 KYAK Studio supports responsible creative practices and the protection of original creative industries and intellectual property rights.

10. Trade Marks, Names & Due Diligence

10.1 Unless specifically instructed and contracted to do so, KYAK Studio does not conduct:

- Trademark searches;
- Legal name clearance;
- Intellectual property registration; or
- Brand availability investigations.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

10.2 The Client is solely responsible for conducting due diligence regarding:

- Business names;
- Product names;
- Trade marks;
- Copyright conflicts;
- Domain names; and
- Market usage.

10.3 KYAK Studio cannot guarantee that creative work, naming conventions, layouts, colours, symbols, or concepts are entirely unique or dissimilar from material already existing within the public domain.

10.4 The Client accepts full responsibility for obtaining legal advice regarding trademark registration or intellectual property protection where required.

11. Professional Indemnity Insurance & Liability

11.1 KYAK Studio maintains professional indemnity insurance appropriate to the nature of our services, provided by Hiscox Underwriting Ltd, 22 Bishopsgate, London EC2N 4BQ.

11.2 Professional indemnity insurance helps protect both KYAK Studio and our clients in the event of:

- Professional negligence claims;
- Unintentional errors;
- Omissions; or
- Certain disputes arising from professional services.

11.3 While KYAK Studio undertakes all reasonable care, skill, and professional diligence in delivering services, we cannot guarantee:

- Commercial success;
- Increased sales;
- Market performance;
- Audience engagement; or
- Legal enforceability of branding elements.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

11.4 KYAK Studio shall not be liable for:

- Indirect losses;
- Consequential losses;
- Loss of profits;
- Reputational damage;
- Business interruption;
- Third-party claims; or
- Legal action arising from how the Client uses approved work.

11.5 The Client accepts full responsibility for:

- Final approval of all content;
- Regulatory compliance;
- Marketing claims;
- Advertising statements;
- Product descriptions; and
- Legal use of all approved deliverables.

11.6 KYAK Studio's total liability, whether in contract, negligence, or otherwise, shall not exceed the total fees paid by the Client for the relevant project.

12. Print, Production & Digital Output

12.1 Colours displayed on screens may vary from printed output due to differing calibration methods, materials, inks, and devices.

12.2 The Client is responsible for checking proofs and approving final artwork prior to production.

12.3 KYAK Studio is not responsible for errors approved by the Client including:

- Spelling;
- Grammar;
- Layout issues;
- Technical inaccuracies; or
- Production instructions.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

13. GDPR, Privacy & Data Protection

13.1 KYAK Studio is committed to handling client and customer information responsibly and in accordance with applicable UK GDPR and Data Protection legislation.

13.2 Any information shared with KYAK Studio during the course of a project shall be treated as confidential unless disclosure is required by law.

13.3 KYAK Studio will take reasonable and appropriate steps to protect digital files, communications, and stored information against unauthorised access, misuse, or disclosure.

13.4 Where third-party software, cloud services, suppliers, or platforms are used as part of project delivery, the Client acknowledges that data may be processed through external systems outside of KYAK Studio's direct control.

13.5 While KYAK Studio takes commercially reasonable precautions to protect information, we cannot guarantee absolute security against:

- Cyber attacks;
- Hacking;
- Malware;
- Data breaches;
- Service outages; or
- Other malicious external activity.

13.6 KYAK Studio shall not be held liable for any loss, disclosure, corruption, or breach of data resulting from criminal or malicious external attacks beyond our reasonable control.

13.7 Clients remain responsible for ensuring their own systems, passwords, devices, and user access permissions are maintained securely.

14. Confidentiality

14.1 KYAK Studio will treat commercially sensitive information confidentially unless disclosure is required by law.

14.2 The Client agrees not to share:

- Proposals;
- Pricing structures;
- Strategy documents; or
- Proprietary processes

without written consent.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

15. Project Cancellation

15.1 If a project is cancelled after commencement:

- The initial deposit remains non-refundable;
- The Client shall pay for all work completed up to the cancellation date;
- Any external supplier costs already incurred shall remain payable.

15.2 KYAK Studio reserves the right to terminate a project where:

- Abuse or threatening behaviour occurs;
- Payment terms are repeatedly breached;
- The Client requests unlawful, unethical, or infringing work; or
- Communication breaks down to the extent project delivery becomes unreasonable.

16. File Retention & Archiving

16.1 KYAK Studio may retain project files for archival purposes but is under no obligation to permanently store files after project completion.

16.2 Clients are responsible for securely storing all final supplied assets and deliverables.

17. Force Majeure

KYAK Studio shall not be liable for delays or failure to perform obligations caused by events beyond reasonable control including:

- Natural disasters;
- Illness;
- Internet outages;
- Industrial disputes;
- Government restrictions;
- Supplier failure; or
- Technical interruptions.



KYAK Studio
68 Castle Gate
Newark-on-Trent
Nottinghamshire
NG24 1BG

KYAK STUDIO TERMS & CONDITIONS OF BUSINESS

18. Governing Law

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

19. Acceptance

By accepting a quotation, paying a deposit, or instructing KYAK Studio to commence work, the Client confirms they have read, understood, and accepted these Terms & Conditions in full.

KYAK Studio
Creative Studio & Agency Services

© 2026 KYAK Studio.
All rights reserved.