

Terms & Conditions



Tsunga Creative means Ellen Skerratt trading as Tsunga Creative.

The Client means the purchaser of the services and/or items.

The Work means any services provided or to be provided.

The Goods means any items supplied or to be supplied (as a result of The Work).

The Subject means any content within The Goods, especially human and animal depictions.

Payment

The Client is required to pay via BACS bank transfer. Bank details for payment are specified on Quote and Invoice documents.

Successful deposit payment is required before The Work commences. Please see Placing an Order / Deposits for more information. Invoice payment is due within 30 days from the date of invoice. Tsunga Creative will exercise its statutory rights to claim interest and compensation for debt recovery costs under the late payment legislation if not paid according to the agreed Terms & Conditions. Only when full payment of the total quoted balance is received and cleared will The Goods be posted or delivered.

Please see Delivery / Dispatch for more information regarding posting and deliveries.

Failure to pay according to these terms will result in The Client forfeiting The Goods. The Goods forfeited will be placed for public sale and be available for general purchase.

Privacy Policy

Tsunga Creative only collects personal information from The Client that is deemed necessary by Tsunga Creative to complete The Work and The Goods as requested. Tsunga Creative will never share the personal information with third parties except for the purposes of fulfilling The Client order for The Work and The Goods requested. This includes The Client's:

- Full Name
- Address
- Email Address
- Contact number
- Any other personal information disclosed by The Client.

Copyright / Data Privacy

Reproduction and publishing rights as well as copyrights on all The Goods Tsunga Creative produces will always remain with Tsunga Creative. The Client agrees that images and footage of The Work and The Goods may be used by Tsunga Creative for promotional purposes online and offline. Information regarding The Goods (only The Subject first name, The Client first name and animal breed) may be shared as part of this. If The Client strongly objects to the use of this information, they must notify Tsunga Creative when placing an order.

The Client is responsible for any reference image(s) and third-party material they provide. If the copyright of the image(s) does not belong to The Client, the onus is on The Client to obtain copyright holders permission(s) and provide proof of this when placing an order.

Placing an Order / Deposits

A deposit is required to be paid by The Client and cleared before any of The Work and The Goods quoted can commence. Deposits are 40% of the quotation total. Payment of the deposit is recognised by The Client and Tsunga Creative as acceptance of the quotation thus the placement of an order. Upon successful clearance of the deposit, an e-mail will be sent to The Client as confirmation and receipt of deposit payment. If The Client wishes to cancel their order, please see Cancellations / Returns for more information.

A copy of these Terms & Conditions can be found on the website at any time under Services.

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Schedule of Services

The time required to exercise The Works and complete The Goods depends on the size and type of The Goods, the length of the waiting list and the time of year. An estimated time of completion may be provided to The Client when placing an order. The Client must let Tsunga Creative know if The Goods need to be completed by a specific date before making an order and Tsunga Creative will do their very best to ensure this. Please order early to avoid disappointment.

While an order is in process, Tsunga Creative will ensure regular updates are sent to The Client regarding progress. This is the opportunity provided to The Client to discuss changes; assuming there are no changes the finer details of The Goods will commence. Once The Goods are complete, The Client will be sent a final image to ensure they are totally satisfied with The Goods. When the client has approved The Goods, Tsunga Creative will then invoice the final balance.

If The Client doesn't approve of The Goods, small changes may be negotiated with The Client by Tsunga Creative if they are reasonably feasible within The Goods already produced; additional charges may be made for this.

Where The Client does not approve of The Goods and does not wish/allow Tsunga Creative to make any changes, please refer to Cancellations / Refunds / Returns.

Cancellations / Refunds / Returns

Tsunga Creative wants The Client to be delighted with The Goods, so they will always do their best to reasonably rectify any issues The Client may have. Please get in touch with Tsunga Creative if, for any reason whatsoever, The Client is not completely satisfied with the purchase of The Work and The Goods.

The Client may cancel their order within 48 hours after its placement for a full refund of the deposit. If The Client wishes to cancel their order after this time, for whatever reason, the deposit will not be refunded.

Due to the bespoke nature of The Work and The Goods supplied by Tsunga Creative, once The Goods have been dispatched, refunds will not be granted under any circumstances. Where The Client does not approve of The Work and/or The Goods, does not wish/allow Tsunga Creative to make any changes or reasonably rectify the issue before dispatch, they then forfeit The Goods.

Returns will not be accepted unless The Goods are faulty or damaged in delivery transit (please refer to Delivery / Dispatch if The Goods are damaged in transit). Upon receipt of The Goods, The Client has 7 days to contact Tsunga Creative about any faults. It is required that The Client pay the cost of returning The Goods for adjustments / remake. Adjustments / remake cannot be started until The Goods have been returned to Tsunga Creative and will not be redispached until all negotiated balances are settled with The Client.

The Goods that have been cancelled, left unpaid for or forfeited will be placed for public sale and made available for general purchase.

Delivery / Dispatch

Delivery prices depend on The Goods size, weight and destination. Tsunga Creative hand delivery is limited to The Goods no larger than A1 in size and only available in the counties of Hampshire, West Sussex, Surrey, Berkshire, Wiltshire and Dorset in the United Kingdom.

Posted delivery will always be with Royal Mail or Parcelforce and will be the equivalent of a priority service that is tracked. These services require a signature upon receipt.

If The Goods have been damaged in delivery transit The Client must contact Tsunga Creative immediately. The Client must make a note of the damages on the delivery record, send Tsunga Creative pictures of The Goods and packaging damaged and then keep them in order to receive compensation from the delivery service provider that The Client must initiate. The Goods damaged must then be returned to Tsunga Creative at the cost of The Client and a remake of The Goods will be undertaken.

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Frames / Details of The Goods

The Goods are supplied without frames unless otherwise specified or requested by The Client.

Frames are purchased pre-manufactured from a supplier, which mean they are only available in sizes ranging from A4-A2. The Client will be able to select a frame colour from a choice of white, grey, black or oak-effect depending on product availability from the supplier.

For The Goods that do not fit within standard sizing, bespoke canvases and frames can be arranged but will have to be discussed, priced, agreed and arranged separately.

All The Goods created by Tsunga Creative bear the signature of Ellen Skerratt.

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