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## Graphic Design Project Terms and Conditions

It's Jabulani Design Studio's pleasure to give you a cost estimate on your graphic design project. Cost estimates are valid for the period of one (1) month from the document date and are subject to the standard conditions and recognised customs of the printing / design Industry of South Africa. Estimates and quotations not accepted within 30 (thirty) days thereof shall be deemed withdrawn and cancelled.

### Cost estimates are based on the following critical condition:

That ALL text be supplied in digital format (disk or e-mail), (PC users MS Word format) and that ALL editing, corrections and proofing have been finally completed. Failing which additional charges may be levied for copy corrections, proofing and editing. A levy of 50% of the total amount is applicable on signing of any cost estimate and starting production, with the rest due on delivery of the work, unless otherwise stated.

In any contract that may arise out of any submitted cost estimate, clients will be deemed to have ordered subject to the following standard conditions and recognised customs of the Printing Industry in South Africa, unless otherwise agreed in writing:

1. A Client shall pay for any preliminary work which is produced at his / her request whether it's layout, experimentally or otherwise.
2. A 50% rejection fee is applicable on all designs executed by the designer, shall the customer at this stage cancel the contract / order and is non-refundable.
3. Proofs, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the customer for approval. After approval the customer shall have no claim against the designer or printer for errors in the exemplar as approved by the client.
4. Changes required by the client, other than the correction of printer's errors, may be charged for. In particular if the customer requires for any reason a reprint of any order that has previously been approved, which reprint includes any change or alteration of any kind to the order. Such a reprint shall be for the account of the customer not withstanding any claims that the customer may make about the original order.
5. Goods must be collected by the customer within 7 working days from completion and the client shall not refuse or delay to do this. All deliveries will be charged for.
6. Payment is due when goods are ready for dispatch or collection. **No completed work will be handed over before full payment has been received.**
7. When required to expedite delivery ahead of the time needed for proper production the designer/printer shall not be liable for defects occasioned thereby. Should such delivery require payment of overtime wages and other additional costs or delivery charges, all such extras are for the client's account.
8. Complaints and claims will only be entertained if received by the designer / printer in writing within 7 working days of delivery. Standing matter and printer's materials of any kind whatsoever may be distributed, if effaced disposed of, immediately after the order is executed unless written arrangements are made for retention. Origination and / or conceptual work and any copyright subsisting therein shall be property of the designer until fully paid for by the client.
9. Client's property and property supplied to the designer / printer on behalf of a client will be held at the client's risk. The designer / printer will not be responsible for imperfect work caused by defects in or unsuitability of material and equipment not supplied to the designer / printer. The designer / printer will not be responsible for client's material wasted in course of production. Extra costs incurred through the use of defective materials or equipment supplied is for the client's account.
10. The designer / printer shall not be required to produce any matter at the client's instruction and/or request, which in his opinion is illegal or defamatory. The client shall indemnify the designer / printer against any claims, cost and expenses arising out of any legal action against the designer for the work done on behalf of the client, including but not limited to infringement of copyright, trademarks, patent or design.
11. Any contract is subject to cancellation or variation by reason of force major, or from any and every cause whatsoever beyond the designers / printer's control, inter alia, inability to secure labour, materials, power or supplies, or by reason of war, civil disturbances, riot, state of emergency, strike, lock out or other labour disputes, fire, flood, theft or Legislation.
12. It is the sole responsibility of the client to determine whether the goods ordered by him / her are suitable for the purpose for which he / she intends using them. The designer / printer give no warranty, expressed or implied, concerning the suitability of the goods supplied for any purpose whatever. The designer / printer shall not be liable for any direct, indirect, consequential or other loss to third parties, arising out of errors in contracting third parties, or by delay in delivery, or unsuitability of goods for use as intended.
13. When payment is overdue the designer / printer may suspend the delivery without notice and without prejudice to any other legal remedy until due payment has been made. Furthermore, any work started but incomplete may be suspended and payment therefore becomes immediately due and payable, notwithstanding anything expressed herein, and any monies in respect of goods completed but not delivered shall there upon forthwith become due and payable. Moreover after the expiration of 14 (fourteen) days notice the designer / printer may exercise a general lien on all customers goods and property in his hands and may dispose of such goods and property as he sees fit and apply the proceeds towards such debts. The designer / printer may also elect to cancel and not produce any unmade balance of such contract and recover from the client any losses sustained by doing so. The client hereby consents to the amount contracted for being a liquid amount for the purpose of judgment in terms of section 57 and 58 of the Magistrates Court 32 of 1944 and hereby consents to judgment being taken for the purpose of execution against the Client for the retrievable amount.
14. Accordingly, I would like to confirm that copyright in all documentation, artwork, media and related information in whatsoever format created by or on behalf of me and/or my companies, which includes information confidential and/or proprietary to me and/or my companies, will vest in me and/or my companies at all times. No person may copy, reproduce, publish or otherwise disseminate, or obtain any commercial or financial gain from the utilisation of any and all such work and/or information.

I \_\_\_\_\_ Full Name, (of Company name): \_\_\_\_\_

have read the above Terms and Conditions and hereby agree to accept the above Terms & Conditions and agree to the Production Time Estimate and Cost Estimate.

signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Full Signature: \_\_\_\_\_