



C R E A T I V E S T U D I O

Below are JLF DESIGN's standard Terms and Conditions. Please take time to read through our Terms and Conditions thoroughly and ensure you understand them before you commence a project with us. By requesting designs and/or services from JLF DESIGN you agree to our Terms and Conditions and you are aware that you are entering a binding contract - payment is required.

TERMS & CONDITIONS

The below conditions have been interpreted under South African Law and apply to all individuals, businesses or companies (Client/s) engaging the services of JLF DESIGN, its contractors, subcontractors and employees unless otherwise agreed to in writing by both parties.

1. General Conditions

These Terms and Conditions cover all agreements and / or contracts entered into by a Client with JLF DESIGN for services relating to design, printing, logo design, corporate identity, publications and reports, print media and advertising, promotional and marketing material, illustrations, images and photography (Artwork). These Terms and Conditions are subject to change without notification by JLF DESIGN. All design work is carried out by JLF DESIGN on the understanding that the client has agreed to abide by these terms and conditions.

2. Project Acceptance, Confirmation & Quotations

JLF DESIGN will provide the client with a formal quotation. Quotations are generated by JLF DESIGN on the basis of the Visual Brief and expected time investment. Quotations are subject to change if additional work is required. All turnaround time quotations are estimates and are based on calendar (business) days. No quoted printing, artwork or delivery dates are guaranteed and may vary. Quotations are valid for a period of 14 (fourteen) days. It is required that a copy of the written quotation and contract is to be signed and dated by the client to indicate acceptance and should be returned JLF DESIGN electronically via e-mail or hard copy. No work on a project will commence until the documents have been received by JLF DESIGN.

3. Payment Terms

The "Client" agrees to pay:

- 50% non-refundable deposit of the quoted amount to commence the design project;
- 100% is due on day of delivery, sign off or Live Date.

The project deposit is non-refundable. In the event that a client cancels the agreement, for whatever reason, the deposit will serve as a cancellation fee. All printing invoices must be paid in full prior to the release of the files to the printer and the files will be sent directly to the client.

4. Design Charges & Payment

All charges for the design services will be set out in the written quotation that is provided to the client. The client will make a 50% deposit payment prior to work commencing. The project will be scheduled once the deposit is received by JLF DESIGN. The remaining amount will be paid on completion of the project, and before original artwork is supplied to client. In the event that the project is delayed or stands still by the client without any progress for 30 (Thirty) working days from last proof supplied by JLF DESIGN or if subsequent invoices are not paid within 30 (thirty) days, a 15% "delayed payment" fee will be charged. This initial 15% figure will be added upon each recurring 30 day period until the full amount has been received by JLF DESIGN. No final artwork or files will be delivered until final invoices are paid in full. Payment by cheque will entail waiting for clearance before supply of files. Copyright is not transferred until all invoices are paid in full, with no exceptions. A rush fee will be added to invoice if two or less work day(s) notice is given for a graphic design projects' completion.

5. Cancellation

In the event that after the project has commenced, client communication (face-to-face, telephone, or e-mail) stops for a period of 180 days, the project can be cancelled, in writing by the JLF DESIGN, and ownership of all copyrights shall be retained by the JLF DESIGN. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. The fee will not exceed 100 % of the total project cost.

6. Approving Proofs / Designs / Printing

The Client is held responsible for approving all artwork and ensuring accuracy and suitability. The final artwork will be provided electronically and marked as REPRO. The client's approval via e-mail constitutes acceptance of full responsibility for all errors, omissions and legal and ethical compliance in this document. JLF Design will not accept liability for errors overlooked at that specific stage. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is the responsibility of the Client to request another copy if the proof is difficult to read or changes are required. The Client's final accepted proof is the Artwork that will be submitted for prints and/or web construction. There will be no reprints or web development at JFL Design's expense.

7. Confidentiality

The client shall inform JFL DESIGN in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential.

8. Copyright, Ownership and Trademarks

Original Ownership: All original icons, logos, illustrations, and graphic designs created by JFL DESIGN for use by the Client are the exclusive property of JFL DESIGN until all fees have been paid in full.

By supplying text, images and other data to JFL DESIGN for inclusion in the client's brochure/ website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner. By supplying images, text, or any other data to JFL DESIGN, the client grants JFL DESIGN permission to use this material freely in the pursuit of the design and to utilise the designs in JFL DESIGN'S portfolio unless agreed otherwise. Should JFL DESIGN, or the client 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 client will agree to allow JFL DESIGN to remove and/or replace the file. The client agrees to fully indemnify and hold JFL DESIGN free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

9. Printing

Printing will not commence until full payment for Artwork and print services is received. The current turnaround time for printing is 5-30 working days dependant on the product type. This period commences at date of Client approval of Artwork proof and payment received. All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, artwork or delivery dates are guaranteed and may differ. With all printing there may be some colour variations from electronic visual representations of Artwork and previous orders to the final printed Artworks. This is due to the nature of the printing systems. There will be no reprints at our expense.

10. Delivery

JFL DESIGN cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.

11. Rights of Refusal

JFL DESIGN 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. JFL DESIGN also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that JFL DESIGN does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow JFL DESIGN to remove the contravention without hindrance, or penalty. JFL DESIGN is to be held in no way responsible for any such data being included.

12. Disclaimer

JFL DESIGN makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. JFL DESIGN will not be held responsible for any and all damages resulting from products and/or services it supplies. JFL DESIGN 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 client agrees not to hold JFL DESIGN responsible for any such loss or damage. Any claim against JFL DESIGN shall be limited to the relevant fee(s) paid by the client. JFL DESIGN 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. JFL DESIGN will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

13. Force Majeure

JFL DESIGN shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of JFL DESIGN including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.