

TERMS & CONDITIONS

Crinkle By using Crinkle, and becoming a Client, you agree to be legally bound by the Terms and Conditions in this document. Please read these Terms and Conditions carefully. In addition to these terms and conditions any special terms and conditions agreed between the client and Crinkle prior to the client signing the order form shall apply. Where there is inconsistency between terms agreed verbally and terms recorded on the order form (which has been signed by the client) the terms on the order form shall prevail.

Quotations & Estimates: Quotations and estimates are done free of charge and the client is under no obligation until the quote has been accepted in writing by the client. Quotations are valid for 30 days from the date on the quote unless stated differently on the quotation.

Payment: All projects are subject to a 50% deposit on acceptance of quotation. Without the 50% deposit, no design work will be done. No final design files will be handed over before final payment is made, unless agreed otherwise. 10% discount will be given if the balance is paid within 15 days of the final invoice. 60 days after the invoice was sent, will qualify as delayed payment and will result in 2% (of the total) interest being added and a further 2% added per 30 days thereafter. Any account with an outstanding balance which is overdue by more than 90 days will be referred to a debt collection service. This may affect the client's credit rating and may lead to court action. Payment is to be made to printers directly as Crinkle will take no responsibility for print jobs being stopped, delayed or cancelled due to a lack of payment. Crinkle is not VAT registered and therefore no VAT is charged on any of the design fees.

Long term projects: If a project runs over more than 2 months, an invoice will be issued for 50% of the total amount. This invoice has to be paid within 7 days of the issue date.

Copyright: The client is responsible for clearing all copyrights or permissions required to use copyright material supplied for use in any of the material that they wish to be designed by Crinkle. If no such copy exists, Crinkle agrees to put the client in contact with a competent copywriter who would be able to do so. The client acknowledges that the breach of copyright in the course of trade or business is both a civil wrong and a criminal offence under the terms of the Copyright, Designs and Patents Act 1988. Should it become clear that material was provided without the required copyright, changes to a project will be at the client's cost. This is applicable to both imagery and text copy.

Briefs: The client shall ensure that artwork sketches and specific instructions supplied by him/her or his/her agents shall be accurate, unambiguous and clearly legible. Clients agree that if a brief is changed after design has already been done, they may be charged according to Crinkle's judgement.

Proofs: Proofs may be submitted for client approval. Crinkle shall not be liable for any errors that have not been corrected by the client. Client alterations, other than alterations arising from mistakes on the part of Crinkle, may give rise to an extra charge per hour. Equally additional work caused by omissions or ambiguity in the client's copy or instructions may also incur an additional charge. In either such case any additional charge shall be made, such reasonable amount as reflects the additional work which Crinkle has had to undertake.

Sign-off: The client will receive a sign-off form from Crinkle on any work done. After this form has been signed by the client or if sign off has been given via email, Crinkle will accept no costs or responsibility for spelling errors, images used or any other mistakes not picked up by the any of the parties involved. If designs have been signed off and the client decides to make additional changes, they will be charged at an hourly rate.

Changes/feedback to artwork: All changes must be requested in writing (email or fax) even this follows a meeting or a telephonic conversation. The amount of reverts will be according to what is included on the quote given. After this amount of reverts are completed or the estimate of design hours quoted on is exceeded, clients will be charged for additional hours needed to complete the project.

Meetings & Consultations: Initial meetings and consultations with prospective clients are free of charge. All meetings and consultations thereafter will be charged at an hourly rate. A travel fee may also be required. Email queries will be responded to free of charge for confirmed clients.

Date of Completion: The date of completion of a project is affected by feedback/changes and receiving content (text and imagery) and all timelines involved will be adjusted accordingly.

Original work created: All materials on which original works are created by Crinkle shall remain the property of Crinkle (the client only pays for the final product usage) and Crinkle undertakes to file and store all such original materials safely and to make them available for future reproduction. Where Crinkle gives possession of original materials to the client such material shall nevertheless remain the property of Crinkle and shall be given to the client on free loan for the duration of the copyright license. Prints (whether from negatives, transparencies or digital files) will become and remain the property of the client. However the client acknowledges that ownership of any physical materials such as prints, transparencies or digital files/disks does not imply ownership of the copyright of the images on them (which remains the property of Crinkle in accordance with the above) or any right to reproduce or authorise the reproduction of any such images by any means.

Cancellation: Notice of cancellation of a piece or project must be given in writing and is effective from the time of reception during normal office hours 8am – 5pm Monday to Friday, not including SA public holidays. Where the project/piece is cancelled the full quoted fees and expenses are payable up to where the project has been done.

Printing & Reproduction: Crinkle will take all reasonable care in the handling and processing of all materials belonging to the client. Crinkle reserve the rights to charge an additional preparation fee should artwork have to be adjusted for a non-familiar printers/supplier. Crinkle will hand over the final print ready files to the client to take to their preferred suppliers. In the case where the client prefers for Crinkle to manage the reproduction process, a print management fee will be charged per hour. If a supplier is used nominated by the client, Crinkle takes no responsibility whatsoever with regards to the quality of work thereof. Crinkle shall not be liable to the client or any third party for losses arising from delay in completing the order.

Colour matching: Screen colours and digital proofs (inkjet and laser prints) can vary from litho and other professional printing.

Delivery of material/deliverables: Delivery of and printed material/deliverables is free of charge if within the 15km range of Garsfontein, Pretoria. All other deliveries will be made at a rate of R 2.50 per km and time used to deliver material, may also be charged for. All courier fees will be charged to the client.

Day Definition: A working day is defined as a continuous eight-hour period within 24 hours between Monday and Friday (normally from 8am –5pm); travel and time are charged from base to base as applicable and mentioned in quotations.

Excess work & Overtime: Hours worked in excess of the agreed quotation/estimate will be charged at a negotiated rate, not less than R 500.00.

DATE SIGNED

CLIENT SIGNATURE