

Rights and Ownership

Terms and Conditions: All services provided by Branding.co.za (Pty) Ltd shall be for the exclusive use of the client other than the company's promotional use. Upon payment of all fees, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

- The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee.

Payment schedule

The client will make a 50% deposit payment prior to work commencing. The project will be scheduled once the deposit payment is received by the company. The deposit payment is non-refundable. The remaining 50% is payable within 30 days or when the project is complete, whichever comes first and before the product or artwork is supplied to the client.

Miscellaneous

The company shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

Confidentiality: The client shall inform the company 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.

Design Project Duration

Any indication given by Branding.co.za (Pty) Ltd of a design project's duration is to be considered by the client to be an estimation. Branding.co.za (Pty) Ltd cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by Branding.co.za (Pty) Ltd.

Design Credits

The client also agrees to allow Branding.co.za (Pty) Ltd to place all designs on Branding.co.za (Pty) Ltd own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

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

Cancellation

If a client cancels or alters any order or part order at any time after Branding.co.za (Pty) Ltd has received the order then Branding.co.za (Pty) Ltd reserves the right to render additional costs to the date of such cancellation or alteration.

Disclaimer

Branding.co.za (Pty) Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Branding.co.za (Pty) Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. Branding.co.za (Pty) Ltd 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 Branding.co.za (Pty) Ltd responsible for any such loss or damage. Any claim against Branding.co.za (Pty) Ltd shall be limited to the relevant fee(s) paid by the client.

Branding.co.za (Pty) Ltd 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. Branding.co.za (Pty) Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.