



EVERYTHING BEGINS WITH AN IDEA

Here with are Brand New's standard terms and conditions. It is vital that you (The Client) please take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with Brand New. Please also note that from time to time Brand New may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms and conditions in this document. The client hereby acknowledges, consents and confirms to having read the contents of the below terms and conditions and understands the obligations and implications the terms and conditions have on the relevant parties. The client further confirms having read and understood the points which include practical and operational constraints between the relevant parties.

If a choice of design is presented, only one solution is deemed to be given by Brand New as fulfilling the contract. All other designs **remain the property** of Brand New, unless agreed in writing that this arrangement has been changed.

Commencement of Work

Agreement to work with, and submission of a design brief and payment of deposit to Brand New constitutes agreement to these terms and conditions.

Payment Terms

- All prices and related information provided in the quotation are exclusively intended for the client and are confidential.
- All payments are non-refundable.
- The Client agrees to pay a 70% deposit of the quoted amount before commencement of project. Outstanding 30% before applications are finalised.
- Full payment of all production quotations must be made before commencements of production. This includes fitting ranges of corporate clothing.
- Quotation does not include photography or stock images. All images are conceptual and not for use in final designs. Photography and stock images will be quoted separately.
- Applications as per quotation cannot be exchanged for alternative applications.
- Design applications that are not listed and accepted in quotation will be quoted separately.
- Once research, resources allocated or design work has commenced on a project. The deposit is **non-refundable**. In the case of a change of mind by the Client this deposit is **non-refundable**.
- Should corporate clothing be returned, a 20% handling fee is applicable. Quoted prices will be valid for thirty days only.
- Material, labour costs and deliveries have been included at prices ruling at time of quotation. Price adjustments arising from any increase in these costs will be for the client's account. Charges for design services to be provided by Brand New, will be set out in the written cost estimate or quotation that is provided to the Client. A copy of the written cost estimate or quotation is to be signed and dated by the client to indicate acceptance and should be returned to Brand New at (tharina@brandnew.co.za). Email conformation of acceptance of a quotation will also be legally binding.
- Commencement of work by Brand New after verbal conformation by the Client accepting the quotation constitutes the acceptance of the quotation.
- Alternatively, the client may send an official order in reply to the cost estimate or quotation which binds the client to accept Brand New terms and conditions.

Design samples

The Client also agrees to allow BRAND NEW to showcase any/all work created in the course of a project as part of Brand New portfolio. Brand New acknowledges the confidential nature of projects and agrees to only display project work once product/site has been publicly launched/commences.

Proofs and Drafts

- All information must be supplied correctly (proofread) and in digital format and thereafter submitted for the Client's approval.
- Final proofs must be signed and dated by the client before printing or publication can commence.
- It is the Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Brand New is not liable for errors or omissions. The Client's signature or that of an authorised representative is required on all artwork prior to release for printing or other implementation. Once final proofs have been signed off, Brand New cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
- Brand New shall incur no liability for any errors not corrected by the Client in works so submitted. The Client's alterations and additional proofs necessitated thereby shall be charged extra. No responsibility will be accepted for differences between proofs and work supplied to the Client where the methods of production differ.
- With all printing there may be some colour variations from what you have seen on screen to what the final product looks like and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of Brand New.
- Colour proofs to ensure colour correctness can be supplied if requested at a cost of R250.
- **PLEASE NOTE:** Because of differences in equipment, paper, inks and other conditions between colour proofing and printing processes, a reasonable variation in colour between colour proofs and the final printed product is to be expected. When variation of this kind occurs, it will be considered acceptable performance. After approval Brand New accepts no responsibility whatsoever for any differences in colour or mistakes not corrected by the client during the proofing process.

Approval of Final Artwork

- While Brand New takes all care to avoid errors, Brand New accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is the Client's responsibility to proof read and approve all final copy before the production of artwork. The email verification of the Client's representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation.
- No refunds or reprints are given after a final approved design has gone to print due oversights by the Client's proof reading.

The Client Amendments / Changes

- Brand New prides itself in providing excellent customer service. That is the spirit of this agreement and the spirit of Brand New business. To that end, Brand New encourage input from the Client during the design process. Brand New understands, however, that the Client may request significant design changes to pages that have already been designed to the Client's specifications.
- Two changes per application is allowed, thereafter an hourly rate of R220 is applicable.
- If a copy must be retyped, an hourly rate of R180 is applicable.
- Should the Client not be satisfied with the initial brand designs and proposals, as per the original quotation, a fee of R5000, per design, is applicable for additional designs and proposals.

Revisions and Alterations

- New work requested by the Client and performed by Brand New after a proposal/cost estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, Brand New will submit a cost estimate revision to the Client and a revised additional fee must be agreed to by both parties before further work proceeds.
- The Client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.
- The Client also agrees that Brand New holds no responsibility for any amendments made by any third party, before or after a design is published.

Excess work

Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration the Client's Priority Scheduling requests requiring overtime and weekends. Requests to prioritise work may be quoted separately. Knowledge of the Client's deadlines is essential to provide an accurate estimate. In addition, outside suppliers such as service providers charge a 100% - 200% mark up on overtime after 5:00pm and weekends.

Copyright and Trademarks

- Brand New retains full ownership of design concepts and materials it produces. Once a final concept is delivered to a client and full payment is received, complete ownership rights to the concept transfer to the client. **Unused concepts remain the intellectual property of Brand New and may be used at their own discretion.**
- Brand New may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, Brand New retains the right to display a small by-line claiming design credit on works it produces, except for corporate stationery.
- This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until final payment Brand New retains ownership of all artwork and website architecture.

Limited Liability

- Brand New will not be held liable to the client for loss of profits or for incidental, special or consequential damages arising out of or in connection with the execution of the order.
- Brand New shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract.

Resending Uploading Files

Brand New undertakes to safely store all design files for a period of 12 months thereafter no assurance is given that files will be retrievable. A disk containing all design files is available on request free of charge. Should more disks be required after the first disk was made available, a cost of R250 per disk is applicable.

Rights of Refusal

Brand New 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.

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

Delivery and Production Schedule

- **Courier costs are excluded unless stipulated otherwise.**
- Production delivery ranges between 5-10 working days for standard finishing. Print finishing may extend delivery period.
- All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, the Brand New will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
- Whilst every effort will be made to achieve agreed delivery, Brand New cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Brand New's control.
- Brand New will not be held responsible for any delays in delivery due to:

- Late performance or non-performance of delivery, which is due to the negligence of Brand New.
- Any amendments to the order after the date of the quotation being accepted.
- Failure to gain access to information, when required, or from failure to receive appropriate documentation in time from the client.
- Any costs incurred due to these delays will be for the client's account.

Disclaimer

- Brand New makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.
- Brand New will not be held responsible for any and all damages resulting from products and/or services it supplies.
- Brand New is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While reasonable steps will be taken to investigate the materials recommended, Brand New accepts no responsibility for the performance or quality of materials or any consequential loss arising from their failure.
- The Client agrees not to hold Brand New responsible for any such loss or damage. Any claim against Brand New shall be limited to the relevant fee(s) paid by the Client.
- Brand New 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. Brand New will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

Additional Provisions

- The validity and enforceability of this agreement will be interpreted in accordance with the laws of the Republic of South Africa applicable to agreements entered into and performed in the Republic of South Africa. This agreement is the entire understanding and may not be modified in any respect except in an executed agreement.
- In the event of retaining attorneys for collection of invoices, Brand New will be entitled to reasonable attorney's fees, court costs and interest at the maximum rate permitted by law.
- These Terms and Conditions supersede any previous Terms and Conditions distributed in any form.
- Brand New reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Litigation

Any disputes arising from this contract will be litigated or arbitrated in Bloemfontein, South Africa. This agreement shall be governed and construed in accordance with the laws of the Republic of South Africa. The Client hereby agrees to the terms, conditions and stipulations of this agreement on behalf of his/her organisation or business.

Confidentiality

It is agreed that employees of Brand New shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of the Client or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of the Client.

The Client is agreeing fully to Brand New's trading Terms and Conditions by commissioning our services.