



## **STANDARD TERMS AND CONDITIONS**

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“Brand handling synergy means developing and communicating your company’s values and identity consistently.”

-Jeff Bezos - Amazon

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# TERMS & CONDITIONS

## 1. General Terms and Conditions

- 1.1 The Options quoted can be customized further & re-quoted to suit your needs better.
- 1.2 All designs, concepts, print outs, scans etc. will remain the property of Idea Power & will not be supplied to anyone until payment is made in full.
- 1.3 All print prices are subject to change based on varying material increases.
- 1.4 For work to commence this proposal needs to be signed & dated to constitute acceptance of the above amounts.
- 1.5 All items quoted remain the property of Idea Power until paid for in full.

## 2. Payment Terms

- 2.1 As per quote.
- 2.2 Our Account Details:  
Bank: FNB Cheque Account  
Account number: 62527 611 463  
Branch code: 261550

## 3. Time Allocation

- 3.1 The time allocations specified for each item are there to indicate the typical time needed to complete the intended item based on previous experience.
- 3.2 Idea Power will track time spent on each item in conjunction with the status of each item.
- 3.3 Additional time spent due to Idea Power not meeting its obligations as stated in point 4 of the terms and conditions will not be charged for.
- 3.4 Should the time allocated be exceeded due to the client not meeting their obligations as stated in point 5 of the terms and conditions Idea Power reserves the right to bill the client for additional time spent.
- 3.5 Should there be additional charges the client may request a timesheet to specify tasks done and time periods.

## 4. Idea Power's Obligations

- 4.1 Idea Power is obligated to ask the necessary questions to gain an accurate brief from the client and to provide the client with a briefing document to approve.
- 4.2 Idea Power is obligated to transfer client information accurately to intended item in terms of size, specifications and content.
- 4.3 Idea Power will advise a client when a time allocation is close to being exceeded or if any client request fall outside the scope of this quotation and hence result in additional charges.

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## 5. Client Obligations

- 5.1 The client acknowledges that the onus lies with them in terms of brief accuracy providing amongst other things accurate sizing, content, material specs, answers to any brief questions around style, mood and objectives of each design.
- 5.2 The client acknowledges that failure to provide accurate information or changing information after the briefing document has been approved and work has been undertaken will result in more time being spent on an item and hence result in time allocation on item being exceeded and additional charges applying.
- 5.3 The client acknowledges that feedback needs to be given in a timeous manner as per point 6.2 of the terms and conditions.
- 5.4 The client acknowledges that Idea Power may advise against feedback it disagrees with and may present an alternative solution.
- 5.5 Upon completion of a piece of artwork Idea Power will provide the client with an acceptance letter for artwork which the client needs to sign and date, confirming the artwork is in order and fax/email through to Idea Power in order for the artwork to proceed to production of any kind.

## 6. Concepts/Feedback

- 6.1 Initial concepts will be provided as per item 'work specifications'.
- 6.2 Feedback is processed as needed and is not limited by a specific quantity of rounds of feedback but is subject to the time allocation for the item. A quantity may be given as a guideline only.
- 6.2 Feedback needs to be given in a timeous manner in order to meet deadlines and keep the work fresh in the mind of those working on it. Excess time spent by the client considering designs or changes may result in Idea Power not being able to meet a deadline or fulfil its obligation in terms of design satisfaction guarantee.
- 6.3 Any feedback must given in a period of 7 working days from any proof being provided.
- 6.4 Any feedback given post the sign-off of a piece of artwork as stated in point 5.5 of the terms and conditions will be billed at a rate of R550.00 ex vat per hour.

## 7. Satisfaction Guarantee

- 7.1 We strive to provide the client with a high quality design service that they are fully satisfied with and hence we offer a satisfaction guarantee on the concept development phase of certain items. When applicable the guarantee offers unlimited design changes until the client is satisfied subject to the following conditions:
  - 7.1.1 This is only applicable to items where indicated, subject to the acceptance of planning & strategy costing (item 01) of this proposal.
  - 7.1.2 It is assumed that from the outset the client (as specified) will be final decision maker and that all feedback will come through him/her. The client acknowledges that adding more decision makers may well cause additional feedback and design options needed to be given which may well increase costs.
  - 7.1.3 As a part of the planning and briefing phase, the client will be supplied with a briefing, planning and or strategy document(s) to approve prior to work commencing on the concept development of the items specified.

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## 7. Satisfaction Guarantee (continued)

- 7.1.4 The client accepts responsibility for the accuracy of information supplied during the planning and briefing phase should the information provided not be added or new information be added after design work has began this may result in additional charges for design feedback.
- 7.1.5 Any feedback that contradicts the initial brief or as a result of incorrect instruction being giving on those documents falls outside this guarantee may result in additional charges for design feedback.
- 7.1.6 This guarantee is limited to the design of the look and feel of the pages as specified in the selected items and does not cover content (copy writing, spelling, grammar) changes or structural changes where by content is added moved or taken away feedback on these elements is limited to the number of rounds of feedback as specified by the selected design package.
- 7.1.7 Feedback must given in a period of 7 working days from design proof being provided.
- 7.1.8 Should the above points not be complied with by the client the following may be applicable:
  - the satisfaction guarantee would be void and any changes made will be charged for in addition to the quoted amounts
  - in the case of point 7.1.7 a progress payment of 25% of the project value would be due to restart the project.

## 8. General Exclusions

- 8.1 Any outsourced labour (copywriters, photographers, interior designers, event planning and costs etc)
- 8.2 Paying for any marketing statistics or the hiring of a marketing research firm.
- 8.3 Legal fees incurred in trademarking the name, visuals or slogan.
- 8.4 Cost of sale items printing, sign writing etc not specifically mentioned in the proposal.
- 8.5 Cost of istock or any other stock photography (if instructed we will source images on behalf of the client).

## 9. Cancellation & Refunds

- 9.1 Labour: If the project is cancelled within 5 working days of the acceptance the deposit will be refunded minus cost for time spent on work undertaken and bank charges incurred, any creative work will remain the property of Idea Power until paid for in full.
- 9.2 Should the project be cancelled after 5 working days of the acceptance of the proposal the deposit or any progress payments made will not be refunded, any creative work will remain the property of Idea Power until paid for in full.
- 9.3 Any outsourced elements production costing accepted (ie printing, signwriting, web development, photography, copywriting, seo) will be subject to and administration cost or 'cancellation fee' at a minimum value of 15% of the total item value should the quote be cancelled post acceptance.

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## 10. Travel Exclusions

- 10.1 Idea Power reserves the right to bill for travel time and or expenses incurred making presentations and attending meetings where:
  - 10.1.1 Travel distance exceeds 30km one way.
  - 10.1.2 Multiple meetings are required and project does not have a suitable budget.

## 11. Deadlines/Schedule

- 11.1 Upon acceptance of a quote a schedule will be negotiated with the client according to their needs and our schedule and workload.
- 11.2 Idea Power will not be held responsible for delays in the project caused by the client not giving necessary feedback in a timeous manner or not giving the necessary content and or information in time.

## 12. Non-Disclosure

- 12.1 Should the information provided by the client to Idea Power be sensitive in nature we will undertake a non-disclosure agreement with the client for the duration of the project up until the public launch of any given campaign.
- 12.2 Should the client cancel the project at any time the agreement will remain in place unless the client has failed to meet it's payment obligations in terms of the payment schedule laid out in the project costing segment of this proposal.
- 12.3 The legal costs incurred to draw up this agreement by Idea Power Design Solutions cc's lawyer are not included, the client is free to draw up an agreement at their cost if they wish.

## 13. 3rd Party Suppliers - Printers/Other

- 13.1 The client retains the right to use their own suppliers in respect to sign writing /manufacture, printing, event planning, trademark registration etc.
- 13.2 Idea Power retains the right to charge for time spent in excess of 30 min amending artwork to suit the suppliers requirements, or any other time spent in dealing with them on the clients behalf.

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## 14. Artwork/Programming Ownership

- 14.1 All artwork, designs, copy writing, slogans, ideas and names will remain the intellectual property of Idea Power until paid for in full. Upon completion of the project and receipt of final payment the intellectual property of the items as mentioned above will be transferred to the client.
- 14.2 Client will only be given access to any source code as well as data stored on our servers upon receipt of final payment received.
- 14.3 Idea Power retains the right to charge for time spent should the client request artwork in a format it was not originally designed in.
- 14.4 Idea Power retains the right to advertise it's involvement and post the creative work on its portfolio online and in print.
- 14.5 Upon receipt of the final payment the client will be given source files. Should the client at a later date request the artwork Idea Power reserves the right to charge for storage fees on our server(s) as well as time spent in recovering the files and providing them to the client.