



DESIGN AGENCY

TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Sorted Design Studio CC t/a Sorted Design Agency / Sorted Design+Advertising / t/a The Ink Fish Print Studio t/a Pampiri & Kie (hereinafter referred to as Sorted Design Agency). All work is carried out by Sorted Design Agency on the understanding that the client has agreed to Sorted Design Agency's terms and conditions. Copyright is retained by Sorted Design Agency on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Sorted Design Agency as fulfilling the contract. All other designs remain the property of Sorted Design Agency, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Sorted Design Agency will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Sorted Design Agency. Alternatively, the client may send an official order via email in reply to the estimate or quotation which binds the client to accept Sorted Design Agency's terms and conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence until acceptance of the quotation has been received by Sorted Design Agency.

Design Charges

Charges for design services to be provided by Sorted Design Agency will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee is immediately payable. Work on the project will not commence until Sorted Design Agency has received the deposit. Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

Source Files

Charges for design work **do not cover** the release of copyright design files including INDD, PSD, ILL, FLA or any other source files; if the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge. This must be discussed with Sorted Design Agency Management.

Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Copyrights and Trademarks

By supplying text [copy], images, videos, sound or any other data/files to Sorted Design Agency for inclusion in the customer's creative work, the customer declares that she/he holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Sorted Design Agency on behalf of the customer, will remain the property of Sorted Design Agency and/or its suppliers. The customer may request in writing from Sorted Design Agency, the necessary permission to use materials (for which Sorted Design Agency holds the copyright) in forms other than for which it was originally supplied, and Sorted Design Agency may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data/files to Sorted Design Agency, the client grants Sorted Design Agency permission to use this material freely in the pursuit of the design for said client. Should Sorted Design Agency, or the client supply an image, text, audio clip or any other file for use in any creative work believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Sorted Design Agency to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Sorted Design Agency free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The customer 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 customer also agrees that Sorted Design Agency holds no responsibility for any amendments made by any third party, before or after a design is published or printed.

Licensing

Any design, copy writing, drawing, design, image, photograph idea, code or any creative work created for the customer by Sorted Design Agency, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Sorted Design Agency and any of its relevant subcontractors. All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Sorted Design Agency will not be held responsible for any and all damages resulting from such claims. Sorted Design Agency is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Sorted Design Agency responsible for any such loss or damage. Any claim against Sorted Design Agency shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Sorted Design Agency's definition of acceptable means of supplying data to the company. Text is to be supplied to Sorted Design Agency in electronic format as standard text (.txt), MS Word (.doc) on WeTransfer, or via e-mail/FTP. Images which are supplied in an electronic format are to be provided in a format as prescribed by Sorted Design Agency via WeTransfer, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Sorted Design Agency will not be held responsible for any image quality which the client later deems to be unacceptable. Sorted Design Agency cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images

Design Project Duration

Any indication given by Sorted Design Agency of a design project's duration is to be considered by the customer to be an estimation. Sorted Design Agency cannot be held responsible for any project time over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Sorted Design Agency for the initial payment or by date confirmed in writing by Sorted Design Agency.

Rights of Access for Website Construction

The client agrees to allow Sorted Design Agency all necessary access to computer systems/servers and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Sorted Design Agency access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Sorted Design Agency with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Website design only

Sorted Design Agency require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge. Once web design is complete, Sorted Design Agency will provide the customer with the opportunity to review the resulting work. Sorted Design Agency will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Sorted Design Agency by e-mail. Sorted Design Agency will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting websites and Domain Registration

Clients are to register and organise their own hosting for websites. Should Sorted Design Agency register any domains on a client's behalf, the client will be liable for the costs involved and will pay the relevant yearly and/or monthly fees to Sorted Design Agency. Should the client fail to pay the fees Sorted Design Agency holds the right to keep the web URL for themselves, delete all data on it, and/or deregister the URL. Clients are responsible for their own website backups. Sorted Design Agency will not be held liable for any data loss due to client negligence in backup habits.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Sorted Design Agency cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Sorted Design Agency recommend that customers use a professional

Design Credits

The customer agrees to allow Sorted Design Agency to place a small credit on any printed material exhibition displays, advertisements and/or a link to Sorted Design Agency own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The customer also agrees to allow Sorted Design Agency to place any creative work, along with a link to the client's site on Sorted Design Agency own website for demonstration purposes and to use any designs in its own publicity and portfolios.

Rights of Refusal

Sorted Design Agency may refuse to 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. Sorted Design Agency also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Sorted Design Agency does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Sorted Design Agency to remove the contravention without hindrance, or penalty. Sorted Design Agency is to be held in no way responsible for any such data being included.

Privileged information

Any information shared with any client via email / skype / whatsapp / slack or any other possible channel is to be considered privileged and is not to be shared with any third party.

Cancellation

Cancellation of orders may be made initially by telephone contact and confirmed by e-mail. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Sorted Design Agency within 14 days of such instruction being issued, will be liable for the full quoted cost of the project. Completed orders will be charged in full regardless of cancellation lead-time.

Disclaimer

Sorted Design Agency 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. Sorted Design Agency will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Sorted Design Agency and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Sorted Design Agency recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Sorted Design Agency, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions. An estimate validated by the customer's signature on the estimate or quotation form or received via email confirmation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Sorted Design Agency.

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CAPE TOWN, PRETORIA.

BRIEF US.