

STANDARD TERMS AND CONDITIONS (2022)

Thank you for your interest in Habibi Design & Marketing's professional services. All your design needs will be completed and supplied in the best professional manner possible. Below are a few guidelines that you will need to familiarise yourself with before the creative journey starts.

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1. Quotation & Payment Terms

- Habibi Design & Marketing is a division of Hoedspruit Glass & Home. All financial services will fall under the Hoedspruit Glass & Home financial system – SageOne Accounting.
- A 50% deposit is payable on acceptance of this quotation. The balance and any other applicable charges are due on completion should Habibi Design & Marketing be responsible for additional changes. The deposit is non-refundable.
- Designs/services below R 2 000.00 are to be paid in full on confirmation of your acceptance of the quote.
- A 50% Deposit will also be required on any and all additional work required after this quotation is accepted.
- Unless expressly agreed otherwise all invoices are due and payable within 3 days of invoice date. Should payment not be received within the 3 days lead time, orders will be put on hold until payment is received.
- No retention, nor penalties, will be accepted.
- Final payment is due on practical completion (The stage of completion where the works or a section thereof is substantially complete and can effectively be used for the purposes intended).
- If you don't pay on time, we can cancel our contract or suspend delivery or installation, until you have paid the outstanding amounts. Interest at our banker's prime lending rate will be charged on late payment from date of default until paid in full.
- No Deposit will be refunded in the event of a cancellation or any delays which may occur through no fault of Habibi Design & Marketing.
- All designs & websites created, delivered and/or installed shall remain, in total, the sole property of Habibi Design & Marketing until paid for in full.

2. Acceptance of Quote

- Our Standard Terms and Conditions will apply once we received an 50% deposit.
- All quotations are compiled based upon the information and specifications provided by yourself (or your professional consultants)

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- Notwithstanding the terms of an accepted quotation, should the information, specification or any other relevant factors leading to a quotation be materially altered at any time, Habibi Design & Marketing may include the costs and fees related to such alteration in its interim and final invoices.
- The client confirms that they have read all above conditions, and have accepted such. This quote remains valid for 30 working days, thereafter may then become subject to price increases.
- We reserve the right to change these terms and conditions from time to time in our sole discretion. In the event of any violation of these Terms and Conditions, we reserve the right to seek any and all remedies available, whether by law or in equity.
- The Client has an option to sign this document and send it back to Habibi Design & Marketing or to agree with it in writing. Should a client pay the deposit without sending back a signed copy of the Terms & Conditions, Habibi Design & Marketing will accept that the Client has accepted/agreed to the Terms & Conditions with no objections.

3. Exclusions

- Quotes excludes all products & services not explicitly requested by the Client or not shown on the quotation.
- Printing is excluded but when requested is subcontracted to a reputable printing company of either the Client's choice or to a company that we use in Gauteng.

4. Deadlines

- Please specify when your project deadline should be. This is very important as all design work will commence in accordance to client's specific deadlines. This means your design might be set aside due to another project with an earlier deadline. This will be communicated to you accordingly to keep you up to date with the progress of your project. If your deadline is ahead of any other deadlines, your project will be attended to first.
- Please note that we try to avoid any rush jobs.
- Turnaround time for Graphic Design is 5 – 7 working days (depending on project scope).
- Turnaround time for Website Design is 2 – 12 weeks (depending on project scope).

5. Graphic Design

- If a choice of designs is presented, only one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Habibi Design & Marketing, unless specifically agreed in writing.
- We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.
- Charges for design work do not cover the release of our copyright design source files, including but not restricted to JPG, TIF, PDF, EPS, PSD/AI, PNG or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.
- By supplying text, images and other data to Habibi Design & Marketing for inclusion in the client's brochure / website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark

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owner. The client grants Habibi Design & Marketing permission to use this material freely in the pursuit of the design and to utilise the designs in Habibi Design & Marketing' portfolio unless agreed otherwise.

- The client agrees to fully indemnify and hold Habibi Design & Marketing free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.
- 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 Habibi Design & Marketing holds no responsibility for any amendments made by any third party, before or after a design is published.
- Unless otherwise negotiated or Habibi Design & Marketing's copywriting services are used, the client must supply text for their project in text file format at the start of the project as well as graphics (logos, images, etc.) to be used. Text should be as close as reasonably possible to final format, with accuracy of content, spelling and grammar checked and little or no formatting (includes text from previous websites). Habibi Design & Marketing assumes all written content adheres to copyright laws.
- Images are also expected to be supplied before work begins, unless by prior negotiation or if using Habibi Design & Marketing's photography or stock image services. Images should be supplied in the highest resolution electronic format possible, i.e. logos/images in original Illustrator / Photoshop format, or hi-res JPEG files (500 dpi). Habibi Design & Marketing assumes that all correct permissions have been sought and/or royalties paid for images used.
- Habibi Design & Marketing makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Habibi Design & Marketing will not be held responsible for any and all damages resulting from products and/or services it supplies. Habibi Design & Marketing 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 Habibi Design & Marketing responsible for any such loss or damage. Any claim against Habibi Design & Marketing shall be limited to the relevant fee(s) paid by the client.
- Habibi Design & Marketing 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. Habibi Design & Marketing will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

6. Alterations & Changes

- All designs are different but as a rule **ONLY 3 ALTERATION ROUNDS** will be allowed to **ANY artwork**, after these alteration rounds have been used, extra hours (@R500 per hour) will be added to the bill. These alterations may be design or text related, as long as it does not mean that the whole design concept is changed into a total new design.
- Briefing of design & discussions about concepts will be done in advance to ensure the changes are kept to the minimal. We will advise you and seek your agreement before proceeding with any work that will incur additional charges.

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7. Logo Design

- Should you need a logo to be re-designed, you will be supplied with a logo questionnaire. This is to cut down time for the design process. It also gives us a clear indication of which direction to go with regards to colours, text, symbols and other design elements required for the specific logo design.

8. Content, Images & Text

- All text content needs to be supplied in a **Word Document** with no editing tracking. It needs to be in a format that allows us to copy and paste into artwork without having to retype it. Standard hourly rates will be added to the invoice should you not supply the text content in this manner.
- Any images that need to be replaced in any artwork needs to be provided at a **High Resolution, 500dpi or higher**. This counts for any imagery that needs to be replaced in a brochure, flyer, posters, business card, publications, website design etc.
- If stock images need to be sourced for your project, there will be an additional fee of R100 per image. You will then be supplied with the image and receive the standard license to be used on printing.

9. Project Approval

- When approving your artwork, please ensure that **all the details and colours are correct** before proceeding to print. Unfortunately, Habibi Design & Marketing will not be held accountable should there be any mistakes to the details of the Clients artwork after it has been approved. Although we try our best to ensure that all details are correct, it is up to the Client to guarantee that the text content and personal details are approved. The client will need to approve a finalised project in writing via email.
- **The artwork will remain the property of Habibi Design & Marketing until the full balance has been settled. No finalised artwork will be sent until the balance has been settled in full and approved.**

10. Print Process

- Once a client sends approved artwork from Habibi Design & Marketing to any printing company, it is the client's responsibility to ensure they receive a proof from the printing company before proceeding to the final print. This will ensure that the client is satisfied with the artwork before proceeding. **Habibi Design and Marketing will not be held** responsible should any errors occur while the final artwork has been printed without the presence of a signed proof. Should there be errors in the artwork that the client would like to amend before proceeding with the final print, Habibi Design & Marketing will be more than willing to assist with the changes.

11. Websites

- Habibi Design & Marketing will facilitate all domain registrations to the best of their abilities but we are not an IT support company.
- **Wix** platform has an **annual hosting charge** for all websites which includes all upgrades, security checks, etc. The website is subject to an annual renewal fee. Habibi Design & Marketing will send the client a renewal reminder 30-60 days in advance. Websites will not be renewed automatically. Habibi Design & Marketing will

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facilitate payment of the annual hosting fee. Renewal is subject to payment prior to the expiration date. Late payment may result in cancellation of the website which will suspend all website services.

- Cancellation of websites must be done in writing and submitted to Habibi Design & Marketing at least 30 days in advance.
- Habibi Design & Marketing specialises in Web Design alone and will not be held responsible for any hosting queries, email queries, IT support that may result from problems at the Domain Hosting company. These may include but is not limited to Web Host, Afrihost, Vox Telekom, XNeelo, etc.
- For any additional work to websites, a fee of R 500 (excl. VAT) will be charged per hour blocks. This includes all Content Management Services.
- Wix & Domain Hosting companies usually has their own terms & conditions when it comes to emails & websites. Please make sure that you are aware of those T&C's as well. Please note that Habibi Design & Marketing is subject to these T&C's when it comes to any upgrades, CMS, etc. needed for the website(s), for example propagation periods.
- Habibi Design & Marketing prefers to do all website upgrades and CMS on Fridays. This will enable publishing to be done by COB and the upload downtime kept over non-working days (if the client doesn't work on weekends). This is to try and keep downtime to a minimum. Downtime may range from 4-48 hours but is more often than not less than an hour.
- Habibi Design & Marketing is **NOT a hosting company** and only facilitates registration services. Technical issues with emails must be followed up with hosting companies directly. The support information will be contained within the data sheet sent to the client on completion of the website.
- Habibi Design & Marketing is willing to assist with minor technical difficulties - what is in our purview to sort out. These support services will be charged at R 500 per hour (excl. VAT).
- Habibi Design & Marketing does not charge extra on the domain and hosting costs, we only charge for web design. The reason is we believe that our clients should be the owners of their sites and information.
- Habibi Design & Marketing will pay the Wix hosting on behalf of the client and that amount is included in the web design quote. The customer has the choice of site they would like to buy. "Combo" package is recommended as there is no Wix Ads on the page.
- Please note that all websites are mobile ready but is not specifically designed for mobiles. Ask about our options to enable your website to be made mobile friendly.
- **PLEASE NOTE:**
 - It is the client's sole responsibility to provide Habibi Design & Marketing the final and complete content in Microsoft Word .DOC or .RTF format via WeTransfer or email attachment. If not supplied via WeTransfer or via email, there will be an additional charge for typesetting for their website before the website design will commence. Content to be provided within 7 working days after deposit has been received.
 - It is the client's sole responsibility to ensure that the content, images, trademarks and other artwork supplied to Habibi Design & Marketing for the use of the project, are owned by the client, or that the client has the necessary permission from the rightful owner to make use of such content. Habibi Design & Marketing, accepts no responsibility in the event that such ownership, or right of use is legally disputed.
 - If the Client does not supply Habibi Design & Marketing with complete text and graphic content for all web pages contracted, within six (6) weeks of the date the contract was agreed to, the entire

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amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two (2) months of agreeing to this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is complete and published.

- Clients Website will then be queued and allocated. Habibi Design & Marketing and the client must work together to complete the web design project in a timely manner. We agree to work expeditiously to complete the web design project after the client has submitted all necessary materials.

12. Consultations & Traveling Costs

- As a new client your first consultation will be free of charge. Thereafter, should you require further face to face meeting, **an hourly rate will apply** for all meeting extending over the period of 60 minutes (not including travelling costs).
- Fuel/travelling cost

13. Working Hours & Rates

- Please note that our working hours are from 7am to 4pm, Monday to Friday. Our hourly rates for week days are **R500p/h**. Should you need more work done after hours or on a weekend, a rate of **R750 p/h** will apply. We are not available on public holiday, unless you have an emergency deadline. A rate of **R750 p/h** will apply for public holidays.

14. Legal

- All unused concepts will remain the property of Habibi Design & Marketing. Legal action can be taken in the event that the unpaid artwork is used without the permission of Habibi Design & Marketing. Is it very important to ensure that ALL content supplied to Habibi Design & Marketing is **FREE OF COPY RIGHT INFRINGEMENTS**. Habibi Design & Marketing will NOT be held responsible for any legal action.

If you have any queries regarding the outlines set as above, please feel free to contact Sulene Wolmarans on **076 646 4316** or email me at **sulene@hoedspruitgh.co.za**.

We look forward to starting a new business relationship with you. Please be so kind as to approve the abovementioned in writing, via email. Should we not receive approval in writing, we trust that you have read and understood the terms & conditions as outlined above, and you will still be held to these terms & conditions.