



Graphic Design: Terms and Conditions

At Grey Swan Designs (Pty) Ltd we are proud to say we design awesome stuff. We are committed to excellence and because client satisfaction is one of our top priorities, we respond to our Clients creative needs, by offering innovative designs, friendly service and a personal experience.

The following terms have been tailored throughout years of design experience to protect both The Client and Grey Swan Designs (Pty) Ltd during a working relationship, built on trust.

RIGHTS AND OWNERSHIP:

The Client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee. All products remain the property of Grey Swan Designs (Pty) Ltd, until fully paid for. ***No artwork will be supplied without full payment.***

CLIENT FEEDBACK:

The Client should be prepared to offer some initial feedback as to how closely the suggested designs meet with their general needs and expectations. The Client should select the design strategy that best suits their needs and assemble and deliver a list of any desired discussion points for revision (if necessary) to Grey Swan Designs (Pty) Ltd. The Client is more than welcome to combine elements from the different looks to create a FINAL look within two revision rounds. The Client will then approve/signoff on the final design strategy. ***Any changes made to designs by the client, after signoff will be quoted separately and changes will only be applied once paid in full by the client.***

Flow of work will be as follow:

1. First Draft
2. Revisions
3. Final Draft
4. Client Signoff

THIRD PARTY CONTRACTS:

Grey Swan Designs (Pty) Ltd are not responsible for contracting other creative professionals to provide services that are not offered by the studio. No project will commence on the assumption



that third parties might be required for project completion. Such details will be finalized prior to project commencement, unless requested by The Client at a later date. References for such services can be supplied by Grey Swan Designs (Pty) Ltd built on previous trust and successful projects with suppliers.

Third Parties to consider:

- Photographers
- Printers

Grey Swan Designs (Pty) Ltd cannot be held responsible for any loss or damages occurring after final sent through of artwork to supplier! Please check final artwork and require proof prints through suppliers before commencing with projects. Cost of third party suppliers will remain the responsibility of the client.

PAYMENT SCHEDULE:

Because a lot of time, effort and dedication goes into providing The Client with the perfect design. The project will only be scheduled and uploaded to the workflow system once full payment is received by Grey Swan Designs (Pty) Ltd, from where the team of designers will be briefed to commence with the project. ***The payment is non-refundable.*** Please note this is a strict Company policy please adhere to this to avoid any unpleasantness.

REVISIONS:

All projects include Revision Rounds (two rounds) as stated on quotations. Should extra revision rounds be required a separate quotation will be supplied accordingly. Grey Swan Designs (Pty) Ltd cannot and will never limit The Client to change their minds. Though the price at the beginning of the contract is based on the length of time that Grey Swan Designs (Pty) Ltd estimate they'll need to accomplish everything as requested to be achieved, additional estimates can be requested for any further or additional changes to be implemented. The Client must assume that, after sign-off, all additions, alterations, changes in content, layout or process changes requested by The Client, will alter the time and cost. If major changes are requested after approval the project time for completion will also be adjusted.



ADDITIONS AND ALTERATIONS:

New work requested by The Client and performed by Grey Swan Designs (Pty)Ltd after ATP (agreement to proceed), is considered an addition or alteration (extra revision round). If the job changes to an extent that substantially alters the specifications described in the original estimate, Grey Swan Designs (Pty) Ltd will submit an additional quotation to The Client, and both parties must agree to the revised or additional fee before further work proceeds.

FILE FORMATS:

Fully paid for designs will be supplied to The Client in: PRINT READY JPEG & PDF. No editing by The Client will be. Grey Swan Designs (Pty) Ltd does not except any liability in the event of any editing of artwork by the client after it was supplied by Grey Swan Designs (Pty) Ltd.

BACKUP:

Grey Swan Designs (Pty) Ltd is not responsible for the Backup of any Final Designs once supplied to The Client as stated above. After final sign-off & delivery, backup arrangements can be quoted for separately if requested for by The Client.

ERRORS & OMISSIONS:

Grey Swan Designs (Pty) Ltd is not responsible for proofreading any designs. The Client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. Grey Swan Designs (Pty) Ltd is not liable for errors or omissions. The Clients' signature or go-ahead e-mail, or that of the authorized representative is required on all artwork prior to release for printing, digital publication, or other implementation.

DEADLINES:



A Note on Deadlines:

Grey Swan Designs (Pty) Ltd loves deadlines and we hit every single one of them every time. In order for us to do this for you, however, it is important that you hit every deadline, too. We will rely on you to keep the project flow going with your approvals and sign-offs, as well as getting us content for your website in a timely manner—typically before any design can begin. Out-of-contact time and delays in approvals will directly affect the project schedule, necessitating our moving deadlines and milestones back accordingly. By signing this document or accepting any invoice/quote you acknowledge your responsibilities in keeping the project on-schedule. By the same token, in the unlikely event we miss one of our deadlines, the adjusted timeline will be communicated to the client and adjusted accordingly. Please allow ± 5 working days for designs.

If The Client fails to deliver necessary content, resources, or feedback by the time Grey Swan Designs (Pty) Ltd deems crucial to any deadline, all deadlines and milestones will be adjusted accordingly. The Client's failure to meet timeline/milestone or content obligations for a period of 7 days or more will result in reallocation of Grey Swan Designs (Pty) Ltd.'s resources and work on the project will be delayed or may cease.

FORCE MAJEUR CLAUSE - CIRCUMSTANCES BEYOND OUR CONTROL:

We shall not be liable to you for any breach, hindrance and/or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitations suppliers, government, quasi-governmental, supra-national, local authorities and/or hackers), insurrection, riot, civil commotion war, hostilities, war like operations, national emergencies, terrorism, arrests, piracy, restraints or detainments of any competent authority, strikes or combinations or exclusion of work labor, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems public utility supplies (including electrical, telecoms and/or internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

CANCELLATION:

Any monies paid by the client will not be refunded in the event that the client cancel a project after work on such project has commenced.



If after project commencement, client communication (face-to-face, telephone, or email) stops for a period of 30 days, the project can be cancelled by Grey Swan Designs (Pty) Ltd.

Thereupon, Grey Swan Designs (Pty) Ltd can choose to cease further work on the project.

PROMOTION:

Grey Swan Designs (Pty) Ltd has the right to use the digital format of all completed designs for publication or other promotional purposes and for these purposes only. Should you wish not to have your designs used for promotion, written consent is needed whereby all digital designs will be removed from social media or any other electronic media. If no written consent is received within 30 days from completion of work, we will proceed.

COMMUNICATION:

Grey Swan Designs (Pty) Ltd can be reached by telephone or email from Monday to Friday between 9AM and 5PM. We are an online based company and most communication is done via electronic media. Should you require a meeting (within our geographical area of the West Coast, Western Cape), please note that we have strict deadlines and the dates for such an appointment may be scheduled.

CONFIDENTIALITY:

The Client must inform the designer in writing before the project commences if any portion of any material or information provided by The Client is confidential. If no such info is received we will proceed with project.



AND LASTLY THIS:

In order for us to obtain a high-level of excellence, your commitment to this project is highly valued and will be directly reflected in the results. By hiring Grey Swan Designs (Pty) Ltd you've enlisted our expertise at how best to accomplish the goals that you and our team have defined. In order to accomplish those goals we require your participation and cooperation – even if you don't fully understand some of the elements or designer terms (which we'll work hard to make clear). In the end, we can only accomplish what we are allowed to accomplish; the quality of the result will depend significantly on the quality of your participation.

You agree to defend, indemnify, save and hold harmless, Grey Swan Designs (Pty)Ltd and its officers, directors, agents, affiliates, and employees from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorney fees arising from or in any way relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from Grey Swan Designs (Pty) Ltd.