

TERMS AND CONDITIONS: BLUEGROUND & ASSOCIATES

Please read our terms and conditions. Please contact us if anything is not clear to you. Acceptance of quotation and payment of deposit will be taken as acceptance of these T&Cs. All costs include VAT where applicable and are valid for 30 days from the date on the quote.

1. THE QUOTE

Quote prices are guided by what we anticipate the creative, time and production requirements to be. This is based on previous experience and on typical processes, plus client co-operation in providing content, meeting deadlines and adhering to agreed sign-off procedures. Additional charges may be levied if there are significant variations to this, although the client would be made aware of this in advance. Charges are unlikely to deviate from those quoted unless requirements change significantly.

No creative or development work will start until the agency has received written approval of the quotation or PO# (by hand or by email).

2. DEPOSITS AND PHASED PAYMENTS

A deposit of 50% of the agreed costs is payable on projects in excess of R50 000. This deposit ensures that the agency is equipped to provide the highest levels of service and expertise, from project inception through to completion. Blueground will sometimes require deposits at various stages of the project (such as a video or annual report). Unless otherwise agreed to in writing, the balance of payment will be due in full on project completion. Failure to make final payment at this point could result in delays in project delivery.

3. OVERDUE PENALTIES

Blueground and Associates will provide an invoice on completion of work. Unpaid amounts after 30 days of final invoice will attract a service charge of R500 per month of the total amount due. Unfortunately, we are unable to take on any new projects until all invoices have been settled (unless there is an agreement in writing).

If a project exceeds the estimated timeline agreed to or extends beyond 12 weeks from approval of quotation (whichever comes first), the agency reserves the right to invoice 25% of any outstanding balance, with the remaining 25% payable on completion.

Any video or digital production work, printing, mailing or third-party services provided by Blueground will require an up-front payment of 50% of the agreed cost. Please note that the agency will not be able to proceed to the next stage without proof of this payment.

4. CANCELLATION POLICY

Once a video or photography shoot is confirmed, there is a 24-hour cancellation policy. 100% of the shoot will be invoiced should a client cancel a job for whatever reason.

5. CLIENT REVERTS

Should a client not be satisfied with the first round of presented work, the agency will develop another round of creative for presentation. If after a third round there is still no agreement on direction, the agency reserves the right to bring an end to any agreement with the client without the refund of any deposit or payments made previously.

6. SIGN-OFFS AND ADDITIONAL SERVICES

Costs allow for a maximum of three sets of client amends after which time additional charges will be charged at R690 per hour (for design changes or R1200 per hour for video production / post production).

At each stage of the process the client will need to 'sign-off' their approval either in person or by email. No further development can take place until the agency is in receipt of written approval. Any amends to work after signed approval will possibly incur additional charges, although the client would be made aware of this in advance.

The client agrees to reimburse Blueground & Associates for any additional expenses agreed to for the completion of the work. Examples include the purchase of special fonts, stock photography, music licenses, courier or accommodation/flights for meetings etc.

7. ADDITIONAL SERVICES

It is assumed that, unless otherwise stated, most copy and images will be provided by the client, although the agency is a position to offer a full copywriting service, as well as illustration and photography at an additional costs.

8. COLOUR VARIATIONS

Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g the agency printer, the client's printer, the image setter, the monitor etc will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc) used, individual preferences (ambient light, personal computer settings etc) and several other reasons. As a result of this the agency is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the client. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' on the actual intended substrate with the actual inks to be used, although this will incur additional cost. However as long as the client accepts there may be inconsistencies across work produced, this step may not be necessary. The agency does not accept any responsibility for colour variations as a result of these indeterminate factors.

9. COPY RIGHTS

Until payment is received in full, all designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of Blueground. Full copyright and ownership of all 'commissioned' work will reside with Blueground until full payment has been received, at which point the agency will surrender to the client, all claims of ownership and full copyright for final work produced (not including alternative designs, concepts, options, files, images or documents developed throughout the process). This agreement is subject to appropriate credit and acknowledgment appearing and the agency's right to use the work for self promotion in its portfolio, in presentations, in advertising, in print and online.

If requested, the agency will (at its discretion) provide the client with end-artwork in its final form (e.g. print-ready PDF; final mp4 for video, DVD master; outlined EPS file etc). However the agency does not provide clients with original artwork (for example an InDesign file, layered Photoshop file, video project file, raw footage or HTML source file) or any working or development files, rejected concepts and designs, images or documents generated throughout the project. Ownership and copyright of all unused or rejected files, documents and designs will reside with Blueground for non-exclusive future use.

10. THE END

These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. Blueground & Associates reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.