



Terms and Conditions

DEPOSIT AND PAYMENT

50% deposit of the quote provided is required following the acceptance of quotes in order for the project to commence. An invoice for this amount will be sent via email.

The remaining total amount is required no later than 14 business days following the completion of the project. Files will not be supplied to the client until full payment has been received. If additional amendments are needed or large modifications are needed following the finalisation of all work, compensation will be required at the Kasiwired's rate of R350.00 per hour. The client does have an option to renegotiate the initial quote to allow for work of greater scope or duration should the requirement change mid-project.

CLIENT / KASIWIRED RESPONSIBILITIES

It is the client's sole responsibility to thoroughly check any project artwork proof that is sent to the client for approval. The client must make sure to pick up any errors in the supplied file(s). Kasiwired will take no responsibility for and will not compensate for any artwork that has been sent to print with errors of any kind AFTER the files have been signed off for print by the client. As most client/Kasiwired liaison will be completed via email it will usually be in this form that the client will sign-off on any work that needs to be approved for the next stages of the process. Some work can also be approved with a signature in a meeting between the client and Kasiwired, or via mail in written form. If the client provides Kasiwired with any materials to work from and for some unfortunate reason they are lost or damaged while in Kasiwired's possession, Kasiwired is fully accountable for such a loss and all such items will be compensated for or replaced.

COPYRIGHT, OWNERSHIP OF ARTWORK AND PROMOTIONAL RIGHTS

Kasiwired will retain ownership of any photographic work done and design concepts at the completion of the project. These may be used by Kasiwired as we wish. If the client wishes to gain ownership of all preliminary files and artwork then a fee can be agreed upon for transfer of ownership. The client owns 100% copyright of all final design files that are sent to the client on completion of the project as the project deliverables. Kasiwired has the right to showcase any work they complete for the client in their portfolio for public view. This means that they retain the right to use preliminary pictures as well as samples of the completed project in future marketing materials, photography competitions, or other uses that do not include any monetary gain or sale of the final design. The client may object to such display of any artwork/pictures of which the client has full copyright ownership and should inform the Kasiwired of their objection should this be the case so that both parties can come to a respectful agreement.

CONFIDENTIALITY

It is Kasiwired's responsibility to keep certain information that is exchanged between client and Kasiwired private and confidential. This includes any sensitive business, personal, financial, or legal information that has been given to Kasiwired.

Both the client and Kasiwired have the right to work with others of similar services. In addition, the client must inform the Kasiwired prior to signing this agreement if any other parties will be working on the same project.

CHANGES AND "AFTER-AGREEMENT" ADDITIONS

If any changes are requested outside of the work that is to be carried out as outlined in this agreement, an hourly rate of R350.00 per hour will be charged in addition to the agreed project fee. Kasiwired offers unlimited reasonable amendments to any work this is only likely to happen where the final design has been approved and finalised files have already been provided and project status is considered complete. It also includes any situations where Kasiwired is asked to complete additional work that was not originally agreed upon or included in the deliverables of this agreement. In such a situation it is beneficial to both parties for Kasiwired to provide a full quote for additional work so that all fees for such work are outlined in full.

Generally, no additional fees will be incurred if the project exceeds the agreed deadline due to client taking extra time to 'sit' on the project without responding within reasonable time to concepts and or revisions. In other words, when feedback is required in order to proceed. However, Kasiwired will take no responsibility for deadlines exceeded for this reason or any incidents which occur due to this. Such time extensions may incur additional fees from outside contractors/suppliers which will be added to your invoice and must be paid in full. Outside contractors/suppliers may include professionals such as designers, illustrators or printers.

TERMINATION POLICY

On project termination Kasiwired should be compensated for:

- » Any advance payment due. This includes the 50% deposit that is due before commencement of the project if for some reason it has not yet been paid.
- » A fee based on an hourly rate of R350.00 per hour for any work that has been completed up until the point of termination.

Kasiwired (Pty) Ltd
Reg No. 2012/029340/07

Director: MK Mazibuko
Telephone number +2711 053 7672
Address: Kasiwired Photography, 8 Kronen Centre, 2201 Mahalefele Street, Dube, Soweto, 8001



In the case of Kasiwired being unable to complete the project, Kasiwired is responsible for compensation of any project related losses that may occur due to termination for this reason. All advance fees that have been paid by the client up until the point of termination will be refunded by Kasiwired in full.

LATE PAYMENT AND NON-PAYMENT

In the unlikely event that a client does not pay a final invoice by the due date, the matter will be assessed depending on the situation and clients will be contacted with a reminder until payment is received. If payment is still not received within a reasonable time-frame, final design files will not be delivered to the client while any fees remain unpaid.

PRINTING DELIVERY

On completion, all printed material will be delivered to the delivery address that is provided to the Kasiwired. Printed items will be delivered via courier unless they can be sent more economically and sustainably using regular post. In any case the client will be kept up to date to the best of the Kasiwired's ability on when to expect any deliveries. Kasiwired can not be held accountable for any inconveniences that occur due to delivery drivers making errors and/or showing up on a different day to the expected delivery day. Exact delivery times are difficult to discern but the designer can provide an estimated time of delivery on request, based on the information given to them from the courier company and/or printer.

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