



## Terms and Conditions

## PLEASE NOTE:

Before you confirm your agreement to these terms, please make sure you understand all the below agreements.

Should you have any questions or concerns regarding these terms, please contact me **before** accepting.

Payment: The customer will be provided with an Approval Form and/or Review of the work provided with an Invoice prior to final publication. At this time, the 50% deposit will become payable and the customer will also be required to sign and submit the Approval Form to Designs by Landi. Only after full payment is received and Approval Form is signed will the watermark be removed from the digital design. The full invoice is payable within 30 days of invoice date. Until the invoice is completely settled the designs and products remain the property of Designs by Landi. Invoices may only be settled in Cash or by EFT exclusively.

Below please find Design by Landi's banking details that will not change.

Banking Details: Jolandi Flügel

Bank - FNB

Account Number - 6206 1863 249

Branch - 250 655

File Delivery: After the final design is approved, the design will be sent to you as a digital file (.jpg, .pdf, or .png graphics file formats) via e-mail or Dropbox (clients choice). If the design was agreed to be printed I shall deliver design to agreed upon location (if outside Stutterheim at an additional cost.)

**Supplied Images:** Images which are supplied in an electronic format, are to be provided in a format as prescribed by Designs by Landi via USB, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Designs by Landi will not be held responsible for any image quality which the client later deems to be unacceptable. Designs by Landi cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

**Design Project Duration:** Any indication given by Designs by Landi of a design project's duration is to be considered by the customer to be an estimation. Designs by Landi cannot be held responsible for any project

over-runs, whatever the cause. Estimated project duration should be deemed to be from the date confirmed in writing by Designs by Landi. Even though Design by Landi tries to be prompt in satisfaction of product delivery, please make sure there is enough time for design to be perfected, therefore allow 7 days minimum for design first draft return.

**Design Credits:** The customer agrees to allow Designs by Landi to place a small credit on printed material and digital files. 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 Designs by Landi to place designs on Designs by Landi's Social Media Sites and/or Website for demonstration purposes and to use any designs for its own publicity. (Personal Information such as address, telephone numbers, ect will be removed)

Rights of Refusal: Designs by Landi will not 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. Designs by Landi also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Designs by Landi does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Designs by Landi to remove the contravention without hindrance, or penalty. Designs by Landi is to be held in no way responsible for any such data being included.

Cancellation: Cancellation of orders may be made to Designs by Landi only via e-mail. The client will then be invoiced for all work completed. The balance of monies due must be paid within 30 days.

Please note: cancellations which are not formally confirmed in writing shall make you liable for the full quoted cost of the project.

Disclaimer: Designs by Landi makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Designs by Landi will not be held responsible for any and all damages resulting from products and/or services it supplies. Designs by Landi 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 customer agrees not to hold Designs by Landi responsible for any such loss or damage. Any claim against Designs by Landi shall be limited to the relevant fee(s) paid by the customer.

Designs by Landi 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. Designs by Landi will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Designs by Landi's main goal is to satisfy the clients design needs to the best of its ability.

Let's celebrate every occasion together.