

TERMS & CONDITIONS

This document outlines our terms, conditions and the basic information you will need when working with us.

COMPANY INFO:

- Nikolorum Design Partners is a sole proprietor under the name Nicole Landey, ID number: 7812010037084, Registered address: 16 Greybe Street, Rynfield, Benoni, 1501, South Africa.
Contact numbers: +27 (0)82 744 4200
Email address: nicole@nikolorum.co.za / admin@nikolorum.co.za
- We are not registered for VAT.
- We hold an BEE-exempt certificate, available on request.

SERVICES DESCRIPTION

- We are a below-the-line design studio offering design services that include (but are not limited to): Below-the-line & Graphic Design, Brand Creation, Development & Activation, Corporate Identity, Strategic Communication, Creative Production, Corporate Programmes, Concept Development, Creative Consultation, DTP & Repro Services, Copy Writing, Photo Retouching and Enhancement. Please refer to our price list.
- We do not offer services in the electronic field, with the exception of branding for electronic platforms. We work with a range of web designers and software developers if this service is required.

WORKING CONDITIONS:

- During this period, Service Provider agrees to provide various design services on assignments to be determined by Client over the specified period.
- Work will performed at the offices of Service Provider.
- Work priority and scheduling will be at the discretion of the Service Provider in consultation with the Client.
- Our core working hours are from 08h00- 15h30 on business days.
- Work will normally occur during core working hours on weekdays. However, where the client requires urgent work to be done, the Service Provider will endeavor to perform the work within the Client's time frames. Please note that priority charges may apply for work outside of our standard working protocols.

ACCOUNT TYPE:

- Your account has been set as a 30 day account, however, as a new client, a deposit will be required before design begins for the first job.

ACCOUNT BILLING:

- Invoices will be presented at the end of each month referencing the purchase order number received.
- If payment is not made timeously, the Service Provider reserves the right to suspend work until the outstanding bill is settled in full.
- Invoices may / may not match the cost estimate provided at the start of a project. Time sheets will be kept for record purposes and will allow for accurate billing.

MEETINGS:

- The Service Provider will arrange to meet with the Client when required at a time agreed to by both parties.
- Wherever possible, electronic and telephonic channels will be used for communication, in the interest of limited time and escalating travel expenses.
- Meetings, in whichever form, will carry a client service charge.

TRAFFIC:

- Our traffic system is tightly controlled and briefs are required to follow the process as set by our traffic department.
- The average lead-time to first proof is 3-5 days depending on the size and complexity of the job and subject to studio capacity and client account status.
- Emergency jobs are subject to studio capacity and are solely at the discretion of the business owner.
- Please note our business hours, emergency job requests sent on email after 15h30 may not be retrieved before the next morning and you may need to call to ensure the brief has been received in time.
- Submitting an incomplete brief may result in an incorrect interpretation causing increased billing. We reserve the right to delay design on the brief until clarification or a new brief is received and any design furnished against an incomplete brief may be charged for.
- We reserve the right to redistribute time according to capacity and resources.
- Our billing is calculated according to time sheets. Summary time sheets will be provided on request.
- Any job that requires preferential attention and the rearranging of current traffic schedules of all work in the system or any service required within 24 hours will carry a 30% surcharge.
- Any job that is required the same day (i.e. within 12 hours) will carry a 50% surcharge.
- These charges will be identified on the time sheets as a priority surcharge.
- Please note that briefing a priority job in will result in the current scheduled work being pushed out and original timings will no longer apply.

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- Important: The cost estimate covers 2 sets of changes against the original brief. Any changes over and above this are charged for and should the changes constitute a rebrief (i.e. drastic changes from the original brief requirements), design and layout will be charged instead of DTP.
- Scheduling of changes are subject to the same timings as new briefs. Should the changes be required within priority timings, a priority charge will apply.

SERVICE OFFERED:

Please refer to the price list for hourly rates.

Design & Origination	All design and creation of artwork from scratch.
Design & Layout	All design pertaining to a layout or an arrangement of existing elements on a page.
Finished Art / DTP / Typesetting	All processes concerning colour correction, print ready formats and final quality checks of artwork, as per printer/bureau specifications.
Image retouching	Repair, enhancement, colour correction, artistic alterations, collages and photo meshing, photography preparations. Excludes batch processing. Mass photo shoot image processing and preparation is not included and will be billed for separately.
Copy writing / Copy editing	The generation, editing or enhancement of the written word.
Creative Consultation	Advice, brainstorming and creative reviews.
Photo Shoot Direction	The creative directing / on-set aiding of a photography shoot.
Sourcing	Picture searches, supplier and specialty product sourcing, project investigations out of scope and sampling management.
Archive and final open working documents	Relates to the supply, preparation, packaging and archiving of all open file preparation. This is not an automatic function and all artwork is stored in our archives.
Production Management	Refers to the liaison with printers and suppliers to aid the production process. Includes logistics, artwork formatting and proofing (if necessary). Production management will only be charged if the client uses their own printer.
Client Service / Supplier Liaison and Management	Every job requires client service, supplier liaison or investigation/research in some form and is charged as per the Supplier's discretion.
Online Meetings	Online meetings are charged for at a client service rate.
Marketing and PR	Any marketing / marketing-related services or PR services will not fall as part of the design services and will be charged for separately.
Finishing / Craft	This includes the hand work required on complicated projects such as wedding invitations, gift packing, any craft related finishing e.g., origami, hand cutting customised projects etc. This will be priced per item and based on the complexity of the finishing required.
Packing	This refers to the packaging and preparation of parcels for distribution.
Proofing	Final Sherpas or mock ups are available on request, as the practice of providing full colour prints for each proof has proven expensive and sometimes unnecessary. The costs will be communicated once we know the final size, stock, printing process and complexity.
Printing and Production	We will not cover the cost of any printing or production of any kind on behalf of the client. We will supply artwork ready for print. If management of the production process is required, we charge for this service per hour. Please note that this may not always appear in the quote as the decision to print is often made after the design process.
Stock photography	Any image sourced from a prepaid photography library.
Travel	Standard AA rates apply.
Training and Mentoring	Training and mentoring services are available on a one-on-one basis withing the areas that Nikolorum specialises in. We are not a registered trainers, but have extensive experience within the advertising and related industries. This is not a certified course, but rather mentoring sessions and there is no course material. Assessments of the designers are done before and after the end of the sessions.

OUR SUPPLIER NETWORK

- We have a preferred supplier network that includes: Printing; activation and display; corporate gifting; sourcing; photography, vehicle branding; copy writing; public relations; marketing; strategy; event organising; and so on.
- Our recommendation is based on the relationship, quality and service. However, we cannot be held responsible should the supplier not meet the clients' standards and will not engage in any resulting or subsequent disputes.

ADVISORY SERVICES

- The Service Provider confirms that it has the necessary skill and expertise to provide the Client with advice.
- The Service Provider will endeavor to provide the best advice and recommendations based on the knowledge available at the time of the project.
- The final decision will rest entirely on the Client and the Service Provider may not be held responsible for any errors arising as a result of these decisions.

PROOFING

- Final Sherpas or mock ups are available on request.
- The costs will be communicated once we know the final size, stock, printing process and complexity.
- All approvals by the Client need to be done in writing.

PRINTING

- Any printing or production services are available on request from our list of preferred suppliers.
- Many companies already have preferred suppliers and if necessary, we will liaise directly with regards to artwork format set up and final supply.
- All pre and post-production functions are the client's responsibility and we will take no responsibility for production outcomes.

STOCK PHOTOGRAPHY

- We hold a Shutterstock account and are able to supply images from this library. These costs are determined by the Rand/Dollar exchange rate at the time of purchase. Please inquire about the cost per image.
- If you have a stock library account, please inform us so we can source images from your preferred library and save costs where ever possible.
- Free photography will be sourced where ever possible, and the designer will recommend the best photography based on search results. This may not always be free photography.
- The sourcing and searching of photographs is a chargeable service.

CONFLICT OF INTEREST

- The conflict of interest policy only applies to retainer or prepaid clients.
- Compliance with NDA agreements is paramount and under no circumstances will any confidential information, designs, creative development and past work be shared with other clients. However, we reserve the right to choose which clients we service and if the decision is taken to service a competitive brand, you will be notified immediately.

PITCHES & TENDERS

- Client tenders: Any work produced as part of a Client tender will be billed for whether or not the Client wins the tender.
- Nikolorum pitches: We understand the nature of a creative pitch and the risks involved. No bill will be presented if the pitch is unsuccessful, however any work produced as part of an account pitch will remain the property of Nikolorum until paid for in full or by way of written permission from Nicole Landey. If creative work presented as a part of a pitch is used by the client without the permission of Nikolorum, the client will be charged.

TRAVEL

- Standard AA rates apply.
- Travel to any destination, other than the Client's primary office will be charged for separately, with the starting point at the Service Provider's offices.
- All travel expenses need to be pre-approved by the Client.

MATERIALS

- All materials and intellectual property furnished by Client will remain the property of Client and will be returned upon request.

CREATIVE OWNERSHIP / INTELLECTUAL PROPERTY

- All work produced, in any form, by the Service Provider is the property of the Service Provider until paid for in full by the client, after which the final design becomes the property of the client.
- We reserve the right to display our clients' logos and creative work for marketing and portfolio purposes, unless specified by the client in writing.

REJECTIONS

- Any work produced by the Service Provider as per the official brief provided by client, may not be rejected without just cause. Just cause includes, but is not limited to: 1. sub-standard production quality, 2. failure to deliver on brief requirements, 3. missed deadlines / delivery dates, 4. human error on the part of the Service Provider.
- Notwithstanding the above, the Service Provider warrants that the quality of work performed will be consistent with advertising, media and Client standards.

CANCELLATIONS

- No order, once work has commenced, may be cancelled without the Service Provider's prior written authorization and in such event, Client will be liable to the Service Provider for any additional costs and expenses incurred by the Service Provider and its suppliers.
- A cancellation fee of 30% of the estimated total value including all production costs to date of cancellation will apply. In the case of a retainer, service fees are deducted on an ongoing basis and therefore any cancellation will only carry any costs over and above the design services.
- The Client will not be held liable for any costs or fees in instances where a cancellation is caused by a just cause as stated in the previous clause.

TERMINATION

- This is not a monthly retainer or prepaid service level agreement, rather an acknowledgment of the terms and conditions, therefore a termination period is not required.

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DELIVERIES & SHIPPING

- All costs of deliveries/shipping and couriers are not included.
- The responsibility falls on the client to insure goods in transit as Service Provider bears no liability for goods damaged or lost in transit, unless such damages are caused by the Service Providers negligence or wilful intent.

ACCEPTANCE OF PRODUCT

- Work is deemed accepted by Client unless Client notifies the Service Provider in writing within five working days of delivery of products shortages, damage or defect. If Client refuses to accept the delivery of any work, such work will be held by the Service Provider awaiting Client's instructions for thirty days after which the Service Provider may deem the work abandoned and dispose of them as it sees fit, without crediting Client's account.

SOLE PROPRIETOR

- The Service Provider is entering into this agreement as a sole proprietor without a VAT number.

LITIGATION

- In the event of any litigation arising out of this agreement, each party shall be responsible for its own costs, until a court ruling has been made, whereafter the defaulting party will be responsible for the aggrieved party's legal costs (as ordered by the court) on the scale of attorney and client.

ACCEPTANCE OF TERMS AND CONDITIONS

By approving a quote and placing an order with us, you are accepting the terms and conditions as laid out in this document.

Thank you and we look forward to seeing the world in full colour
with you and your brand.