



beautiful solutions

TERMS & CONDITIONS (Please read through carefully)

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- 1. VALIDITY:** This quote is valid for **30 days** from date of issue. Please note upon acceptance of the quotation that all items contained herein are to be redeemed at once and is only valid for 30 days from date of issuance. Remainder not redeemed will be forfeited.
- 2. VAT:** This quote is exclusive of VAT.
- 3. PAYMENT:** Once quote has been accepted a 50% invoice will be issued. 50% upfront payment is expected upon acceptance of quotation. On design & print work, half of the payment must be made before design starts, and final half is to be paid before job delivery is made. Payment is to be made via EFT OR Deposit directly into bank account. **NO Cash accepted.**
- 4. SIGNED QUOTATION:** A signed copy of acceptance is required before any work will commence. Please note that any form of written consent (be it via email) with or without a signature is subject to these T&C's.
- 5. PAYMENT TERMS:** Payment unless otherwise negotiated, is upon receipt of invoice. Compound interest of 2,5% per month will be charged on outstanding amounts. If payment is not received within a reasonable time your account will be handed over for Debt Collection.
- 6. SUPPLY:** All material must be supplied to Yellow Lizard in **digital format**. The client shall promptly provide Yellow Lizard with materials necessary for Yellow Lizard to properly perform the service. The client shall retain duplicate copies of all materials and insure against their accidental loss or damage. All materials shall be at the sole risk of the client from the time of delivery to the client. Yellow Lizard is not responsible for the files or media after the job has been completed. Text should be as close as reasonably possible to final format, with accuracy of content, spelling and grammar checked and little or no formatting. Yellow Lizard assumes all written content adheres to copyright laws. Images are also expected to be supplied before work begins, unless by prior negotiation or if using Yellow Lizard's photography or stock image services. Images should be supplied in the highest resolution electronic format possible, i.e. Logos/images in original illustrator/photoshop format, or hi-res jpeg files (300 dpi). Yellow Lizard assumes that all correct permissions have been sought and/or royalties paid for images used.
- 7. CANCELLATION:** This is a firm order and not subject to cancellation. This agreement shall be deemed to be concluded after credit clearance and confirmation of acceptance by Yellow Lizard. Yellow lizard will however cancel your order prior to approval. However, orders may be eligible for cancellation upon request via email. Our customer service team will inform you of any cancellation charges depending on the stage of the order. If job is cancelled, any labour hours (proof, graphics design, etc.) or administrative fees (credit cards fees, etc.) will be subtracted from your refund. Once the order has been placed successfully, no refunds are issued for the logo, and graphic design services. The 50% payment is not refundable if customer does not like and cancel the job.
- 8. YELLOW LIZARD LOGO:** Yellow Lizard reserves the right to display their logo. Yellow lizard may use any artwork/design for its own promotion and portfolio use and add an industry standard 'designed by' link to the client's website, enhancing client search engine optimisation. Yellow Lizard's 'designed by' link will remain for the life of the design except by negotiation.
- 9. COPYRIGHT:** The customer warrants that the material supplied to Yellow Lizard is free of **copyright** and **indemnifies** Yellow Lizard against any claims or legal action instituted by any party for damages for breach of copyright or any other claims founded as a result of materials supplied by the customer. Yellow Lizard makes no representations that design of any media for the client infringes upon any trademarks, trade



names, service marks or other proprietary rights owned by a third party.

10. **TERMS & CONDITIONS:** Services provided subject to the Company's standard terms and conditions (available on request).

11. **OWNERSHIP:** All designs are the sole property of Yellow Lizard until purchased and paid for in **full and final** settlement. Ownership of copyright to all electronic files are the property, including but not limited to raw digital artwork and source code, and are retained by Yellow Lizard unless specified otherwise. Upon final payment of this contract, the client is assigned rights to use the design, graphics, and text contained in the project (which is defined in the design agreement). Rights to photos, graphics, source code, work-up files and computer programs are specifically not transferred to the client and remain the property of their respective owner. Yellow Lizard does not deliver the layered artwork, design work or and original files used in work to customer.

12. **PHOTOGRAPHY:** Excludes stock photography and professional photography unless otherwise stated.

13. **EXCLUSIONS:** Unless an item is specifically mentioned herein, it is excluded from our quotation.

14. **LAYOUT CHANGES:** Upon receipt of first proof the client is entitled to ONE set of design and layout changes.

15. **CONTENT CHANGES:** All approved wording and images to be used are to be provided to Yellow Lizard in the correct formats PRIOR to the commencement of design. All changes received mid-project will be quoted for separately.

16. **SPELLING & GRAMMAR:** Yellow Lizard accepts no responsibility for typing, spelling & grammar errors after artwork has been approved and signed off by the client. Should such errors occur the client will be quoted to make the necessary amends, for the re-reproduction and for the reprinting costs. The Customer is fully responsible for the final proof and layout approval prior to the printing process. Yellow Lizard is not liable for errors in a final product caused by any of the following reasons: Misspelling, graphics, bleeds, grammar, damaged fonts, punctuation, incorrect or missing folds, finished product size.

17. **CHANGES TO BRIEF/PROJECT SPEC:** Please also note if the aforementioned components are deemed unnecessary or further components are added, the quoted prices are subject to change. Quotes are based on Yellow Lizard's knowledge and understanding of the clients requirements. If as a result of any scoping or specification, Yellow Lizard may undertake or by any other means we become aware that the project to be delivered varies significantly from the prevailing understanding we will inform the client at the earliest reasonable opportunity. Any such variations may affect the scope delivery schedule and or cost of the project. In the event that a proposal is made and accepted but the briefing did not specify fully the type or level of work required Yellow Lizard reserve the right to notify the client accordingly and to charge for additional work done which was not indicated in the original briefing given. Excessive deviation from approved quotation and or excessive amends will be additionally invoiced at the end of the project.

18. **COLOUR MATCHING:** Yellow lizard is not liable for colour matching or ink density on screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not colour or density. Yellow Lizard will try it's best to match the gradient density of each colour, however Yellow Lizard is not liable for the final appearance of a colour.

19. **CUSTOMER SUBMITTED ARTWORK/GRAPHICS:** All artwork or designs and images must be provided in CMYK format. Yellow Lizard is not responsible for any colour shift that occurs in conversions from RGB to CMYK colour modes. All artwork, designs and images must be provided in minimum of 300 dpi and CMYK colour mode. Yellow Lizard is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork.

20. **CLIENT APPROVAL:** When a client approves a document this means "I agree to the following terms". – I have verified that spelling and content are correct. I am satisfied with the document layout. I understand that my document will print exactly as it appears here, that I cannot make any changes once my order is placed, and that I assume all responsibility for typographical errors.



21. **PROOFS:** the client must proof read and check the text, art, colours and approve all final designs before print reproduction, production or manufacture. The client agrees that the client is fully liable for any errors or omissions in the work which remain after the client has approved final design.

22. **WEBSITE T&Cs:** The website is html based and **excludes** the following (unless where specified),; content management system, product database and programming, content generation, ecommerce, website maintenance, database population & flash/animation. The website excludes setup of a website at any server other than Yellow Lizard's. Website quotes will be identified as single or multiplatform versions – Single for Desktop viewability and Multi for multiple devices (aka mobile friendly) – please ensure you understand the difference.



The logo for Yellow Lizard, featuring a stylized 'Y' shape. The left and right vertical bars of the 'Y' are orange, while the central downward-pointing triangle is dark grey.

All works designed & produced by Yellow Lizard™

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