

## AdamsRib Terms and Conditions:

### **GENERAL:**

Prices subject to change after review of proofs, artwork and site inspections.

Price is excluding of copy writing, proof reading, photo royalties, artist illustrations & colour proof printing (R250 - R500 excluding VAT)

Deposit of 50% payable on acceptance of quotation.

All production items ordered must be paid for in advance with placement of order. (Example - Roller Banners / Business Cards ect.)

This quotation is valid for 7 days. / Standard terms and conditions apply.

Traveling cost of R3 p/km will be charged for client meetings / briefing sessions

### **COMMENCEMENT AND DURATION**

This agreement shall commence on the date of last signature and endure indefinitely or until receipt of payment from the client for creative concepts and production executed as commissioned.

### **1. PAYMENT**

1.1 An amount of 50% of the signed quotation amount is payable on signature hereof into the bank account of the agency of which the details follow:

**ABSA Bank, Paarl Branch 33421, Account Number: 4066 3490 82**

1.2 Confirmation of payment must take place by way of sending such confirmation by electronic mail to the following electronic mail address: [accounts@adamsrib.co.za](mailto:accounts@adamsrib.co.za)

1.3. All projects are to be completed within a 60 day cycle. In the case of ongoing projects terms can be arranged and agreed upon in writing.

1.4 If projects are suspended for more than 30 days work to date is to be settled in full.

1.5 The balance is payable fully upon delivery.

### **2. 30-DAY PAYMENT TERMS**

2.1 30 day payment from date of statement may be granted on condition that the client have successfully filled in an agency credit application form.

2.2 Should the 30 days lapse without payment, the agency will add 10% compounding interest per month to the amount still outstanding.



### **3 . QUOTATIONS**

3.1 Quotations will indicate amounts to be paid for creative concepts and production separately.

3.2 The amount quoted on production costs includes disbursements only plus a fee for handling, plus supervision by the agency plus finished art and make-ready.

### **4. BRIEFS AND SUBJECTIVE REASONING:**

4.1 A creative brief must be agreed upon prior to commencement of any project and signed by the client.

Should one not exist then the signed minutes of the meeting will constitute a brief.

4.2 Creative work shall not be produced to determine a client's brief. The brief needs to be fully explored by client and understood by the agency before work can commence.

Within the written quotation the agency may include several different executions.

4.3 Creative work may not be rejected where it complies with the creative brief as agreed upon in 4.1. Such rejection will result in a rejection fee of up to 75% of the original signed quotation.

4.4 Creative brainstorming sessions with clients will be charged at R350 per hour, as the agency supplies creative ideas and thoughts.

4.4 Any quote signed off and agreed on by client must be paid in full. A cancellation fee is applicable to pay any cost acquired by the institution / supplier involved if client cancels the order.

4.5 All quotations are submitted on the condition that all content, text and relevant information will be supplied by the client to Adamsrib, unless otherwise agreed upon.

4.6 In the event that a client is unable to provide a detailed project specifications document, Adamsrib reserves the right to quote and bill for the initial research and planning needed to outline the exact specifications and technical requirements necessary to complete the project as required by the client. Such research and and planning shall be billed according to our standard hourly rate.

4.7 Adamsrib reserves the right to quote and bill for project management. Such project management shall be billed according to our standard hourly rate.

4.8 Final work delivered to client includes only the final, deliverable art, and not any preliminary work or sketches.

### **5. MATERIALS SUPPLIED BY CLIENT**

Materials required from the client for execution of production must be in a programme form compatible with final finished art material and will include but not be limited to logo's, artistic works, photography and complete edited spell checked copies. If quality is deemed too poor for usage, and the agency is required to retouch, amend, enhance or re-create, it will be charged to client as an additional cost @ R 700.00 per hour excluding of VAT.

### **6. PRODUCTIONS**

6.1 All productions will be executed by the agency's appointed supplier in the case where the client has his/her own supplier, final artwork will be supplied on disk.

6.2 In the event of AdamsRib making use of sub-contractors for work to be performed for the Client, AdamsRib does not guarantee the workmanship or quality of the product or component produced by the sub-contractor. The Client shall be entitled to the benefit of any guarantee of warranty given by the sub-contractor and relieves and indemnifies AdamsRib in respect of any liability in respect thereof.

6.3 Production cost subject to change - final production cost depending on final artwork.

### **7. AMENDMENTS, CORRECTIONS AND ADDITIONS**

UNIT 4, 211 MAIN ROAD, PAARL, 7646, WESTERN CAPE, SOUTH AFRICA  
EMAIL [info@adamsrib.co.za](mailto:info@adamsrib.co.za) | TEL +27 (0)21 872 7759 | FAX +27 (0)21 872 7703



Any amendments or additions (authors corrections), made either to creative concepts, or production after the accepted quotations for these elements, will result in further fees calculated at R700.00 (excluding of VAT) per hour actual time spend on such amendments, or additions made and may include but not be limited to travel and accommodation fees and disbursements and consultations.

#### **8. PRODUCTION MATERIAL**

Production material stored or fixated on compact disks or other devices are created by the computer programs of the agency but the agency is not liable for any malfunction of such disks or devices resulting in the material so stored not being retrieved as stored or fixated originally.

#### **9. DATA MATERIAL**

The material of data in which productions are stored or fixated will be deemed in perfect working condition unless any complaints pertaining to the material be made in writing to the agency and be in agency possession within 48 hours from delivery time.

#### **10. INDEMNITY**

The agency accepts no liability for work delivered by agency appointed suppliers for projects that are deficient in any way possible i.e. damaged or short of specified quantity and other. The delivery agent's and/or client responsibility is to examine and make sure they sign with the agency appointed supplier that the delivery is in order.

The agency accepts no liability for work delivered after the client has signed off the final proof, either on the proof / via email.

The client is responsible for final sign off. Client cannot reject final printed product (spelling errors etc) after sign off of proof.

The agency is not responsible for archiving of material (on disc or printed format)

