

TERMS OF SERVICE

Thank you for using our products and services (“Services”). The Services are provided by ALWAYSADDMAGIC (PTY) LTD (“ALWAYSADDMAGIC”), With Its head office located at 6737 Unit 7, Temba, 0407, Gauteng, South Africa and Operating as an “Online” business with limited to non-physical contact with clients.

By using our Services, you are agreeing to these terms. **PLEASE READ THEM CAREFULLY!**

Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

1. INTRODUCTION

- 1.1. In order for us to give you the best results on your Design/Web Project, we need a few details for clarity. We therefore use a Briefing system that is designed to minimize miscommunication and misunderstandings and improve on delivery and efficiency. No matter how big or small, a brief will have to be filled. All brief forms have additional terms that will need to be adhered to in addition to the terms below. Those terms and the ones in this document form part of your contract with us.

Please ensure that you read and understand all the terms set forth.

2. PAYMENTS

- 2.1. Please **ONLY** confirm/Approve the quote via the link we send you and only after the approval will we send you an Invoice with an INVOICE NUMBER to be used as reference for payment.
- 2.2. **DO NOT Make** Payment using the Quote/Estimate number as reference, because we do not keep record of these in our journals.
- 2.3. All design services require an advance payment of a deposit of fifty percent (50%) of the project cost before work commences.
- 2.4. Projects that cost less than R600 must be paid in full in advance.
- 2.5. Copyright is retained by ALWAYSADDMAGIC on all design work and then transferred to the client after all costs have been settled.
- 2.6. An account shall be considered in default if it remains unpaid for 7 days from the date of invoice, at which stage an additional fee may be charged for every day that payment is delayed or remains unpaid.

3. CONTENT

- 3.1. All information should be provided in full before work commences, any additional information (Content/Text or Images) that is provided mid-project without prior written notice, will be considered edits/additions and may carry an additional fee in order for us to include in the final design.
- 3.2. All TEXT content must be provided in a “Microsoft Office Word Document or Google Docs” Only and must be “Finalized Text” (i.e. all editions and additions concluded and included by client).
- 3.3. Images must be provided in the highest resolution possible (ALWAYSADDMAGIC will not be held responsible for any quality loss), the said images **MUST** be sent as attachments within the email or via wetransfer.com or similar open source (free) File Transfer Service (low res versions may be inserted in the word document only as a guide for placement).
- 3.4. **Attachments:** All attachments submitted by client to be linked to websites must be in the format which the client deems suitable for use by their customers.
 - 3.4.1. Attachments will be linked to website “As-is” and or “As-they-are”, pending any potential further requests by client.
 - 3.4.2. A conversion fee may be charged if the client requires or requests any document to be converted to any other format (e.g. Word document to be converted to PDF and vice versa).
 - 3.4.3. Conversion of documents will be done without any editing, if editing of document is requested or required by client, additional charges will be applied accordingly and proportionate to the work required.



4. EDITS AND CHANGES

- 4.1. We will only offer "3 Initial Design Samples" for Logo Design, this will be based on your brief, which we recommend that you make as specific as possible.
- 4.2. We will allow up to "3 FREE CHANGES" Only. Any more changes will be charged at an Hourly Rate of R550.
- 4.3. We will only offer "2 Design Samples" for Stationary and Promo Design (i.e Letterheads, Flyers, Posters, Banners etc.)
- 4.4. We will allow up to "2 FREE CHANGES" Only. Any more changes will be charged at an Hourly Rate of R550.

5. DELIVERY

- 5.1. If a choice of design is presented, only one solution is deemed to be given by ALWAYSADDMAGIC as fulfilling the contract, all other designs remain the property of ALWAYSADDMAGIC.
- 5.2. We provide Final Design files in the following formats ONLY (taking into account client needs):
 - 5.2.1. PDF, PNG, JPG, TIFF, GIF, WEB Files (i.e. HTML, PHP etc).
 - 5.2.2. We deliver Final Design files in the following Methods ONLY:
 - 5.2.2.1. EMAIL as attachments (in Compressed formats or as individual files)
 - 5.2.2.2. wetransfer.com or similar open source (free) File Transfer Service (for large files)
 - 5.2.2.3. WhatsApp (if you prefer and in accordance with our guidance)

6. CANCELLATION

- 6.1. Cancellation of orders may be made ONLY by e-mail i@alwaysaddmagic.co.za
- 6.2. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering.
- 6.3. The balance of monies due must be paid within 7 days.

7. PRINTING

- 7.1. **We DO NOT** offer in-house printing, we only facilitate between clients and service providers (Facilitation Fee will apply). As such the following terms will apply:
 - 7.1.1. Printing Costs will be quoted separately and will be paid in full in advance by the client before an order is placed with the respective service provider.
 - 7.1.2. ALWAYSADDMAGIC will not be held liable for any quality issues, damage, loss or any other unforeseen problems that may arise and may be directly linked to the Printing Service provider.

8. HOSTING

- 8.1. Hosting is offered on a prepaid option only.
- 8.2. All payments must be made either monthly on or before the first of each month or annually on or before the anniversary or initial month direct to ALWAYSADDMAGIC's bank account.
- 8.3. Any late payment will result in the suspension of the account.
- 8.4. If an account remains unpaid by the 3rd day of the renewal month, service cancellation procedure will be instituted.
- 8.5. If an account remains unpaid by the 7th day of the month, the account will be suspended and a reconnection fee will be required before service is resumed.
- 8.6. A reconnection fee of R350 will be charged over and above the annual cost.

9. ACCEPTANCE OF THESE TERMS

- 9.1. An Invoice validated by a **50%** Deposit into ALWAYSADDMAGIC's bank account or a Full advance payment of the total amount constitutes acceptance of the Invoice and agreement to comply fully with all these Terms and Conditions and forms a Contract for Business between the depositor/client and ALWAYSADDMAGIC.



10. PROJECT PROCESS AND TIMELINE

PROCESS/STAGE	DURATION	RESOURCES
PHASE 1		
BRIEFING Clients will be required to fill in a briefing form with clear instructions, or send a detailed email with requirements or have a face-to-face consultation.	Up to 2 Days	CLIENT AAM TEAM
DISCOVERY and INFORMATION GATHERING All content must be compiled in the following manner: <ol style="list-style-type: none"> 1. Edited and finalized Text Content must be supplied in a word/google docs document. 2. Images can be included in the document as a guide for placement only. 3. All High Quality images must be sent via wetransfer or google drive in their original size. 		
QUOTING and INVOICING <ol style="list-style-type: none"> 1. A quote will be submitted to the client for approval only. 2. Then once accepted, an Invoice with an "Invoice Number" will be issued and the client will be required to make a 50% deposit or Full Payment, for amounts below R600, before work commences. 	Up to 2 Days	AAM TEAM
50% PAYMENT	Up to 2 Days	CLIENT
PHASE 2		
IDEATION AND CONCEPT DEVELOPMENT - INITIAL DESIGNS We will then create and submit initial designs for client consideration and approvals, this may include wireframes and sitemaps for websites and or design mockups for other design related services.	Up to 20 Days	AAM TEAM CLIENT
CLIENT REVIEWS (CHANGES + EDITS) Clients will get a chance to assess and choose the best option and respond to us with any changes and additions to be made, Clients will also get a chance to review, make comments, edit preferences and approve the final product.		
PHASE 3		
FINALISATION We will package all files accordingly and get them ready for delivery.	Up to 2 Days	AAM TEAM
50% PAYMENT (Balance Payment)	1 Day	CLIENT
DELIVERY AND PROJECT CLOSE OUT All files will be delivered to the client as per agreement, after Balance payment is received and reflected in ALWAYSADDMAGIC's Bank Account.	1 Day	AAM TEAM

- All "Rush Jobs" outside the above timeline will attract a 30% Priority Order Fee.
- Invoices overdue by 30 Days will attract a 10% Late Payment fee.
- If we finish the project earlier, that does not constitute a Rush Job and therefore no additional fees, however we will require balance payment before delivery of the final project.
- Project Total Timeline is up to 30 days, including weekends.
- AAM TEAM may include Project Managers, Graphic Designers, Web Developers and Admin staff.