

TERMS OF SERVICE

BRANDING • WEBSITES • GRAPHIC DESIGN

COLLECTIV C (PTY) LTD
REGISTRATION NO. 2026/126241/07

CAPE TOWN, WESTERN CAPE, SOUTH AFRICA, 7530
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01 / AGREEMENT & PROJECT SCOPE

By accepting a quotation, proposal or invoice, confirming a booking in writing (including via email or WhatsApp), or making the required upfront payment, the Client acknowledges and agrees to these Terms of Service.

These Terms will be provided or made available to the Client before acceptance or payment, allowing the Client an opportunity to review them.

All services, deliverables, timelines and fees will be outlined in the approved quotation, proposal and/or invoice.

Only deliverables specifically included in the approved project scope are covered. Additional requests, changes or services outside the agreed scope will be quoted separately at R700 per hour and require Client approval before work begins.

A project is officially booked once the project scope has been accepted and the required upfront payment has been received. Project dates are not reserved until payment is received.

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02 / FEES & PAYMENT

Unless otherwise agreed in writing:

- A 50% upfront booking payment is required before work begins.
- The remaining 50% is payable before final deliverables are released.
- International Clients must pay the full project amount upfront.
- Invoices are payable within 14 calendar days unless otherwise specified. This payment period does not reserve a project date.
- An automatic 10% discount applies to the total invoice when one branding package is booked together with a website package.

The upfront payment reserves project capacity and covers initial preparation and scheduling.

Collectiv C may pause work or withhold final deliverables if payment becomes overdue. No interest is ordinarily charged on overdue invoices.

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03 / REVISIONS, TIMELINES & RESPONSIBILITIES

The included revision rounds and estimated project timeline are specified in the approved quotation, proposal and/or invoice.

One revision round consists of one consolidated set of feedback. Additional concepts, substantial changes to approved work and revisions exceeding the agreed allowance may be charged at R700 per hour, subject to prior approval.

The Client agrees to provide accurate information, required content, appropriate permissions and consolidated feedback within two business days of each design presentation, unless otherwise agreed.

Client delays may affect project timelines. If required feedback or information is outstanding for 14 working days, Collectiv C may notify the Client and pause the project. After 30 calendar days without meaningful response, and following written notice, the project may be classified as inactive.

Inactive projects resume according to the Studio's availability and may require revised timelines or quotations. Rush work and circumstances outside the Studio's reasonable control may also affect scheduling.

04 / FINAL APPROVAL & DELIVERY

Final approval must be provided in writing, including by email or an agreed electronic communication channel.

The Client is responsible for checking names, spelling, dates, prices, contact details and other supplied information before approval. Changes requested afterwards may incur additional fees.

Collectiv C will exercise reasonable professional care when preparing all artwork.

All deliverables are digital and will be supplied in the agreed formats. The Client is responsible for downloading, storing and backing up completed files.

Collectiv C will make reasonable efforts to retain completed project files for approximately 12 months after delivery but does not guarantee permanent storage.

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05 / COPYRIGHT & INTELLECTUAL PROPERTY

Copyright ownership and usage rights depend on the service purchased. All rights granted under this section are subject to full payment and exclude third-party intellectual property.

5.1 / Branding Packages

For the Branding Essentials Package and the Premium Branding Package, Collectiv C agrees to transfer full copyright ownership of the final approved original branding artwork created specifically for the Client upon receipt of full payment.

The Client will receive the final approved editable source files and agreed export formats, allowing independent use, reproduction, modification and future development of the branding.

The transfer excludes unused concepts, rejected designs, preliminary work, internal processes, reusable Studio templates, pre-existing assets and third-party intellectual property.

Upon receipt of full payment, Collectiv C will provide a separate written Copyright Transfer Agreement identifying the final approved branding artwork. Copyright ownership will transfer to the Client upon execution of this agreement in accordance with applicable South African copyright law.

5.2 / Website Design

Collectiv C retains copyright in its original website design work and grants the Client a perpetual, worldwide, royalty-free commercial licence to use and operate the completed website for the Client's own business purposes.

The Client may independently manage the website, update its content and appoint third-party service providers for routine website administration. Modifications to the original creative design, layout or visual elements require prior written permission from Collectiv C.

The licence does not transfer copyright ownership or permit resale, redistribution or independent commercial distribution of the Studio's original design work.

Full copyright ownership of eligible Studio-created elements may be requested through a separately quoted copyright buyout and written assignment.

5.3 / Graphic Design

Collectiv C retains copyright in original graphic design work and grants the Client a perpetual, worldwide, royalty-free commercial licence to use, reproduce, publish and print the final approved artwork for the Client's own business purposes.

Any modifications, alterations or adaptations to the original artwork require prior written permission from Collectiv C.

The licence does not transfer copyright ownership or permit resale, redistribution or sublicensing of the original designs as standalone products or templates unrelated to the Client's own business use.

Full copyright ownership may be requested through a separately quoted copyright buyout and written assignment.

5.4 / General Ownership Conditions

Until full payment has been received, no commercial usage rights or copyright ownership are granted unless expressly authorised in writing.

Preliminary concepts, rejected designs, unused artwork and internal working materials remain the property of Collectiv C unless otherwise agreed.

Editable source files are included in paid branding packages but are not automatically included in website or general graphic design projects unless stated in the approved project scope.

Copyright transfers and buyouts apply only to intellectual property owned by Collectiv C and capable of lawful transfer.

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06 / PORTFOLIO & PROMOTIONAL USE

Unless the Client requests otherwise in writing, Collectiv C may display final approved work on its website, social media, portfolio, case studies, proposals and other promotional materials after the relevant project or business has publicly launched.

This permission continues after copyright transfer, unless the Client opts out in writing.

Confidential information, passwords, private records and non-public personal information will not intentionally be disclosed.

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07 / THIRD-PARTY ASSETS & TRADE MARKS

Third-party fonts, imagery, templates, plugins, software and other licensed materials remain subject to their respective licence conditions.

The Client is responsible for ensuring that any content supplied to Collectiv C is lawful and appropriately licensed.

Additional third-party asset, subscription or licensing expenses are the Client's responsibility unless expressly included in the project fee. Chargeable purchases require prior approval.

Collectiv C does not provide legal or trade mark clearance. The Client is responsible for confirming that business names, slogans, logos and other brand elements may lawfully be used or registered.

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08 / PRINTING & PRODUCTION

Collectiv C supplies digital design services and print-ready artwork only. Physical printing and production are not included.

The Studio may recommend third-party suppliers, but the Client remains responsible for arranging and paying for printing, production and delivery unless otherwise agreed.

Collectiv C will exercise reasonable care when preparing artwork but is not responsible for third-party production faults, material variations, reasonable colour differences, supplier delays or other matters outside its reasonable control.

09 / WEBSITE SERVICES

Standard website packages are designed and developed using Wix Studio. Completed websites are transferred to the Client's own Wix account.

Shopify or WordPress websites may be arranged for an additional R7 000 above the standard website package fee. Additional functionality, including e-commerce, must be expressly included in the approved scope.

Platform subscriptions, hosting, domains, email services, plugins and ongoing maintenance are excluded unless specifically agreed.

All subscriptions and related accounts remain under the Client's ownership and financial responsibility.

Collectiv C does not purchase, manage or renew subscriptions on the Client's behalf.

Website Essentials includes five days of reasonable post-launch support from the agreed launch date. This excludes redesigns, additional pages, new functionality and ongoing maintenance.

Collectiv C provides basic website management guidance at handover but is not responsible for the ongoing performance, security or availability of third-party platforms and services outside its control.

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10 / ARTIFICIAL INTELLIGENCE

Collectiv C follows a human-first creative approach and may use AI-assisted tools for research, administration and appropriate software-assisted processes.

Generative-AI-created visual artwork will not intentionally be used as final client artwork without disclosure and Client approval.

During the creative process, the Client agrees not to submit Studio concepts, drafts or artwork to generative AI platforms for feedback, alteration or reproduction.

Collectiv C is not responsible for independently generated AI alterations or their quality, accuracy or suitability. Any required corrections or recreation may be quoted as additional work.

These restrictions do not limit the rights of Clients who have received full copyright ownership under Section 05. For website and graphic design projects where Collectiv C retains copyright, AI-assisted modifications to the original artwork are not permitted.

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11 / CANCELLATION & REFUNDS

Cancellation requests must be submitted in writing. The 50% upfront booking payment is non-refundable and reserves project capacity and covers preparation and scheduling.

Where the Client has paid in full, including international Clients, any refund due will be determined according to work completed, reserved time, approved third-party expenses and reasonable cancellation charges permitted by law.

Completed work and approved expenses exceeding payments already received remain payable where legally recoverable.

If Collectiv C cancels a project for reasons not caused by the Client, amounts relating to uncompleted work will be refunded where applicable.

Nothing in this Agreement excludes any cancellation, cooling-off or refund rights provided by applicable South African law.

12 / LIABILITY & CONFIDENTIALITY

Collectiv C will provide services with reasonable professional skill and care.

To the extent permitted by law, the Studio is not responsible for losses arising from inaccurate Client information, unauthorised Client-supplied materials, subsequent modifications, misuse of deliverables, third-party services or circumstances outside its reasonable control.

Collectiv C does not guarantee specific commercial outcomes, including sales, enquiries, website traffic, search rankings or conversions.

Nothing in this Agreement excludes liability that cannot lawfully be excluded.

Both parties agree to treat confidential project information with reasonable care. Personal information will be processed in accordance with applicable South African law, including POPIA, and the Studio's Privacy Policy:

VIEW OUR PRIVACY POLICY

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13 / GENERAL CONDITIONS

Collectiv C operates remotely, with project meetings, communication and collaboration taking place online.

This Agreement, together with the approved quotation, proposal and/or invoice, constitutes the agreement governing the project. Expressly agreed project-specific provisions take precedence where they conflict with these standard terms.

Changes to the project scope or this Agreement must be confirmed in writing by both parties.
Updated Terms of Service apply to future projects and do not automatically replace agreements already signed.

If any provision is found unenforceable, the remaining provisions continue to apply.

This Agreement is governed by the laws of the Republic of South Africa.

CONTACT

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