



Michelle
Rebel Leader

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UNDERCOVER REBEL

TERMS AND CONDITIONS

The responsibility of reading Undercover Rebel's terms and conditions lies with the client. It will be assumed that the client understands and accepts these terms and conditions upon signing / accepting an Undercover Rebel quotation and proceeding with a work relationship.

- Quotations are valid for a period of 7 days from the date issued. Undercover Rebel or its agents are not bound to honor quotations that have expired.
- Once a quotation has been signed / approved, no cancellation will be accepted. Should the client need to cancel his order for whatever reason, a cancellation fee for all the work done up to the date of cancellation, as per the accepted quotation, will be charged. All cancellations of orders placed with third parties will depend on their own cancellation policies and will be negotiated with the third parties and be charged accordingly.
- In some cases a non-refundable 80% deposit is required upon acceptance of quotations, before any work will commence. Deposits for any outsourced work (print material, marketing material procurement, domain registrations, etc.) could require up to a 100% deposit. Deposits will be confirmed on order placement.
- All payments of outstanding amounts will be strictly COD (cash on delivery). Goods will be deemed "delivered" once a signed off or approved product has been handed over to the client in either a hard copy, electronic or actual format.
- Invoiced amounts older than 30 days will be charged at 5% cumulative interest per month and automatically be handed over to our legal team for collection, if prior arrangements acceptable to our financial department have not been made.
- The party undersigning the quotation will be kept jointly and severable liable for any and all payment(s) due to Undercover Rebel.
- All goods remain the property of Undercover Rebel until being fully paid for.

ADDITIONAL COSTS:

- Printing, packaging, delivery charges (courier / postage / distribution fees) and travel costs are not included in quotations, unless specifically stated. Prices of these services are subject to change without prior notice.
- Quotations list the full extent of work to be completed and any additional work requested by the client will be charged for according to our existing pricing structure on the final invoice. Additional quotations should be specifically requested by the client, should this not be acceptable.
- We reserve the right to charge a reasonable fee for correction of errors (technical and typographical) for which Undercover Rebel is not directly responsible, including (but not limited to) malicious modification of any material by a third party and typographical errors contained in materials provided to Undercover Rebel by the client.

SUPPLYING MATERIALS & INFORMATION:

- The client is to supply all materials and information required for the work to be completed in accordance with the agreed specifications. Such materials may include (but are not limited to) corporate identity elements, photographs and images, written copy and other printed and electronic material.



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- Where the client's failure to supply the required materials / information leads to a delay in completion of the work, Undercover Rebel has the right to extend previously agreed deadlines for the completion of the work by a reasonable amount.
- Where the client's failure to supply the required materials / information prevents progress on the work for more than 14 days, Undercover Rebel has the right to invoice the client for any part(s) of the work already completed.
- If the client fails to supply final feedback / approval documentation for more than 14 days after delivering the completed material / service, Undercover Rebel assumes that the project is approved and finalized, and has the right to invoice the client in full.

PRODUCT QUALITY:

- Undercover Rebel cannot be held responsible for the quality of printed or electronic material in the case of final artwork being supplied by the client.
- Undercover Rebel cannot be held responsible for the quality of printed or electronic material in the case of the client directly communicating with and / or directing the third party supplier.
- Queries / complaints should be lodged in writing within 24 hours after delivery, otherwise Undercover Rebel shall be deemed to have fulfilled its obligations satisfactory.

SIGNAGE:

- Clear specifications should be given regarding the erection of signage, in order to accurately include this in the quotation. Additional structural material or special requirements might result in additional costs.
- All signage should be insured by the client from date of installation. Undercover Rebel is not liable for any damage resulting from theft, vandalism, fire, weather conditions and accidents after installation.
- Lead times and delivery dates are weather sensitive subject to change without notice.
- Installations canceled within 48 hours prior to installation, application or erection will incur a cancellation fee of up to 80% of the invoice amount to cover costs incurred.

INTELLECTUAL PROPERTY:

- Offers and proposals made by Undercover Rebel to potential clients should be treated as trade secrets and remain the property of Undercover Rebel. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from Undercover Rebel. This includes (but is not limited to) aspects of the design, technical features, functionality and pricing information, as well as designs and "look & feels" presented, but not accepted by the client.
- The client will obtain all the necessary permissions and authorities in respect of the use of all supplied corporate identity elements, photographs and graphic images, copy or any other material for use. The supply of material by the client shall be regarded as a guarantee by the client to Undercover Rebel that all such permissions and authorities have been obtained and that the use and / or inclusion or alteration of supplied material would not constitute a criminal offence or attract claims or any legal action.

RESPONSIBILITIES, DISCLAIMERS & RIGHTS:

- Undercover Rebel takes no responsibility for services provided by third parties through us or otherwise, but will apply best practice methods to ensure quality and delivery according to our service standards.
- Undercover Rebel takes no responsibility for services provided by third parties where the client has directly interfered / communicated with the supplier.



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- Under no circumstances will Undercover Rebel be responsible or liable for financial or other loss / damage caused by the use, failure to use or misuse of material.
- Undercover Rebel will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events or other circumstances beyond the control of Undercover Rebel.
- Undercover Rebel reserves the right to utilise third party services it feels appropriate at the time and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.
- Undercover Rebel reserves the right to refuse or break a contract without prior notice, if it is believed that the client or their related website / material is acting illegally, immorally or is otherwise publicly unacceptable.

Undercover Rebel's terms and conditions may be updated from time to time. It is the client's responsibility to check back here whenever a new project is undertaken.

Michelle
1st January 2018