

## TERMS OF SERVICE

01 – 03 - 2018

Thank you for your interest in collaborating with Sett Digital. Please read these terms of service and know that we are happy to answer any questions or concerns you may have in this regard at any time.

## PROJECT FEE

All projects are planned and executed on the basis of information shared. Project costs cannot be estimated with absolute accuracy and certainty, therefore any costs presented by Sett Digital during a campaign development phase are subject to variation. Final project budgets are developed on sight of the Final Post Production Brief.

**THE FINAL POST PRODUCTION BRIEF** – comprises of the following

- Final Photographic Selects – with Client Approval (visual elements or written lists acceptable)
- Photo Retouching instructions must be detailed upfront for each final select and or composition element.
- A “marked-up” visual reference to identify image details that correspond with all Photo Retouching instructions.
- **For Multiple Plate Composition/s** - A rough layout or “Lock up” showing the position of all visual elements with clearly marked visual coverage requirements for all media format applications.
- All Colour Management requirements requested upfront i.e.

If requesting final visual material as RGB – Include RGB Profile. Name.

If requesting final visual material as CMYK - Include CMYK Profile Name.

Unless stated, Sett Digital will apply standard color management principles to all projects.

## PRICES

- The Project Cost is as defined on our Cost Estimate or as reduced to writing in future Cost Estimates.
- All Cost Estimates are valid for fourteen (14) days (subject to review beyond this period)
- Stated prices, unless specified, exclude VAT, withholding tax and/or any other local or foreign taxes that may become due or necessary.
- Fees exclude Digital Color Proofs unless specified as a Line Item on our Cost Estimates.
- Stated prices, unless specified, exclude travel and accommodation outside of Cape Town, RSA.
- Signature or e-mail approval is considered acceptance of a Sett Digital Cost Estimate.
- Post work will proceed on receipt of a Purchase Order and when CE specific terms are met.
- Contracts will be considered and agreed upon on an individual Project-to-Project basis.

## **ADDITIONAL WORK**

The cost of any additional work requested by client, verbally or in writing, that is requested and is beyond the scope of the original Post Production Brief, will be charged at standard hourly rates. Client approval of these additional costs will be requested and need approval for inclusion in the Post Production Process before proceeding with and including the additional requests as part of the Post Production Brief.

## **OVERTIME**

Overtime, if applicable and requested by client or a requirement to meet a deadline, will be billed at normal overtime rates.

Normal overtime rates are X1.5 normal hourly rate for Evenings and Saturdays and X 2 normal hourly rate for Sundays & Public Holidays.

All overtime requirements will be communicate upfront and will require Client approval prior to implementation.

## **TIMELINES**

The Final Post Production timeline will be agreed on sight of the Final Post Production brief and Final Selects.

## **OUR POST PROCESS**

### Complex Composition

Work In Progress 1 and 2 - For layout and composition. All Composition related comments / requests that are in line with the original Post Brief will be addressed on WiP 1 and WiP 2.

Composition Sign Off on WiP 3.

### Final Treatment and Grade

All comments in line with the original Post Brief will be addressed on Treatment Draft 1 and 2

Treatment Draft 3 is final

- Any requests made during the process that are not included in the original Post brief will be charged for at the normal hourly rate.

## **CONFIDENTIALITY**

Sett Digital will treat as confidential all documents or information received during the project and will take all necessary measures with their staff to ensure that confidentiality is guaranteed.

## **CANCELLATION**

Any cancellation or breach of contract will result in payment of damages amounting to a maximum of the remaining fees due on the project. Any reduction of this amount is solely at the discretion of Sett Digital.

## **REJECTION**

Eighty percent (80%) of the quoted fee is applicable to all work submitted and not approved.

The same fee is applicable should no feedback be received from client within fourteen (14) days of material submission.

Any reduction of this amount is solely at the discretion of Sett Digital.

## **OWNERSHIP OF WORK**

All digital visual material, including rough scamps and rough layout development remains the property of Sett Digital until the Project Fee is paid in full.

## **PAYMENT**

- Payment Terms are as agreed with individual clients.

## **TRAVELLING AND SHIPPING EXPENSES**

All courier cost is excluded and will be for the account of the client – payable directly by the client.

Should these expenses be paid by P Hudson T/A Sett Digital, P Hudson T/A Sett Digital will be entitled to add a mark-up, management or handling fee which shall be at the discretion of P Hudson T/A Sett Digital.

## **ARCHIVING OF VISUAL CONTENT – WORKING FILES AND FINAL VISUAL ARTWORK**

Except by prior written agreement, Sett Digital is not obliged to archive any working files or final visual material.

Sett Digital undertakes to hold project data on our dynamic data system for a period of 6 months after the date of approval and delivery of all visual material pertaining to the original post production brief. Sett Digital does not take responsibility for any data loss during the 6-month period after the delivery of final visual material pertaining to the original Post Production Brief.

It is the Agencies responsibility to request copies of all work required directly after the Post process has been completed – i.e. on final approval of all visual elements that comprise the final Post Production Brief.

## **PITCHES AND PROPOSALS**

Sett Digital does not undertake work on a pitch basis unless by prior arrangement.

The standard rejection fees will apply to any work rejected on this basis.

## **JURISDICTION**

South African Law governs these terms of service.