

# Terms and Conditions

## INTRODUCTION

Any and/or all professional work done by RCE will be done pursuant to a quote provided by the Company and accepted by a party ("Client"), and be subject to these terms and conditions ("Terms and Conditions"). The Company reserves the right to amend these Terms and Conditions at its own discretion.

## QUOTE AND PAYMENT

Any quote provided by the Company will be valid for acceptance by the relevant Client to whom/which it was issued for a limited period of 30 calendar days from the date as reflected on the quote. The Client is advised that by accepting a quote, he/she/it will be deemed to have agreed to these Terms and Conditions, unless otherwise agreed in writing.

A deposit of 70% may be required upon acceptance of a quote. The balance of the amount quoted will become due and payable by the Client to the Company on the date of being invoiced by the Company, such date not being earlier than the date of the works being delivered and/or the Client being advised that the works is ready for collection, as the case may be.

All work is done 'collect on delivery' ("COD"), unless otherwise agreed.

Interest, being the relevant prime banking rate plus 15.5% per annum, will be charged on all COD work not paid in full within 7 calendar days, otherwise within 7 calendar days of being invoiced.

## PROOFED WORKS

All work will need to be proofed, approved, signed and dated by the Client before printing begins. If the Client is not available, or does not request a proof, the Client assumes all risk in the case of there being any disputes. This includes, but is not limited to, all content, sizing, colours, copy and finishing.

Proofs can be done via digital printed proof, email or fax, however colours will vary from proof to print and colours can't be proofed by fax or e-mail. The Client assumes such risk if email or fax is chosen as proofing method.

The Client is advised that colours may vary from printer to printer, and as such, it is understood that the Company will not be held responsible for differences between machine calibrations. In addition, the Client is advised that colours may vary from proofs on samples and computer screens. Also, digital proofs colours and quality may differ from litho printing.

All printed artwork are to be considered a sample until being approved, signed and dated by the Client, which only thereafter is considered a proof. Samples can not be used as proofs.

## TIMING AND DELIVERY

Time shall not be of the essence in any transactions with the Company.

All content is to be supplied within 1 month of the deposit being paid, or quote accepted, as the context may require. Any extensions will need to be done in writing.

The Client is advised that printing time may vary from time to time, and the Company will not be responsible for any damages that may result in late delivery of any product. The client is expected to plan ahead. Any time or date specified for delivery by the Company or the Client. In respect of any contract, shall be approximation and guide only.

The Company endeavours to effect delivery on any date specified by it or agreed upon by it, but does not give any warranties of whatsoever nature or kind and shall not be held responsible for any damages of whatsoever nature, or loss of profit, or any consequential or indirect damages which the Client may suffer as a result of such late delivery.

## RESERVATION OF OWNERSHIP

Notwithstanding anything herein before or elsewhere contained, ownership of the goods and/or works delivered by the Company shall, at all times, remain vested in the Company, until the Client has made full payment of all outstanding balances to the Company pertaining to such respective order. No latitude or extension of time given to the Client shall in any way vitiate or novate the Company's rights hereunder.

In the event of any default on the part of the Client, the Company shall, without prejudice to any other rights it may have, and without notice, be entitled, on demand, to obtain return of the goods, in so far as payment for the goods has not been made in full, from whosever's possession it may be. The Client also consents to a Court Order against it for the attachment and removal of such goods and/or works by the Sheriff of the relevant Court.

accordingly , once more, is strongly advised to familiarise himself/herself/itself therewith before accepting a quote.

## LIABILITY

All files are to be supplied print ready, and the Client is encouraged to proof all artwork carefully. The Company will not be responsible for any copy or design errors committed on the part of the Client.

Under no circumstances will a refund or reprint be honoured for an error in files submitted by the client. The Company will not be responsible for any loss or damage sustained by the Client as a result of the use of materials, created or supplied by the Company, or any material supplied by a third party.

All proofed works done by the Company will be considered approved for use by Client prior to being released to Client for use in any way. The maximum of the Company under any circumstances shall not exceed the paid amounts relating to any respective order.

If mistakes have been proofed and printed, the Company may consider, at its sole discretion, re-doing the work at a reduced price. If a mistake is noticed before printing begins and needs to be corrected the Client will be responsible for all cost in altering such artwork.

Under no circumstances will the Company or any of its employees be held responsible for any copyright disputes. Any right that may be required for any of the contents is not the responsibility of the Company.

The Company does not give any warranty against defects in the goods and/or works supplied, be they patent or latent. The Company does not give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the goods and/or works, or of its fitness for any particular purpose, whether or not that particular purpose is, or could be, deemed to be known to the Company, other than any warranty or guarantee that may have been expressly given in writing.

Before dealing in any manner with the goods and/or works supplied against any order; the Client must satisfy itself that the goods are suitable for the purpose for which they are to be used, and are free from any defects of whatsoever nature, against any claim brought against the Company by any third party arising out of the unsuitability of the goods and/or works for any particular purpose whatsoever.

The onus shall be on the Client to satisfy itself that the goods and/or works supplied are for the purpose for which the goods are to be used, there being no obligation on the Company to guarantee such suitability.

## GENERAL

The Company will charge the Client for any approved design time, regardless whether or not the Client goes through with printing the final product or not

Any retainers or deposits are non-refundable.

The Company reserve the right to use the Clients artwork and photographs of printed media, for advertising, marketing and portfolio uses.

No agreement, warranty, condition, representation, promise, statement or undertaking, whether made before after a sale, shall be binding on the Company unless contained herein or confirmed officially in writing under the Company's signature.

## QUOTE

Any and/or all professional work done by RCE ("Company") will be done pursuant to a quote provided by the Company and accepted by a party ("Client"), will be subject to the terms and conditions which can be found at

Any quote provided by the Company will be valid for acceptance by the relevant Client to whom/which it was issued for a limited period of 30 calendar days from the date as reflected on the quote. The Client is advised that by accepting a quote, he/she/it will be deemed to have agreed to these Terms and Conditions, unless otherwise agreed, and i