

## Client Engagement & Terms of Business

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These terms govern all services provided by AM Creative Solutions (Pty) Ltd.  
Acceptance of any quote, invoice or payment confirms agreement to these terms.

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### 1. Business Process

All projects follow the structured workflow below:

**Brief → Quote → Invoice → Payment → Scheduled Work**

No work will be started, continued or released outside of this process.

AM Creative Solutions operates as a professional creative business partner.

### 2. Payment Terms

#### Standard Projects

Full payment is required upfront before work is scheduled.

#### Large Projects (R10 000 and above)

- 50% non-refundable deposit to secure booking
- 50% balance due once included revisions are exceeded or before final delivery
- Work pauses automatically until payment is received

No final artwork will be released without full settlement.

### 3. Booking & Scheduling

- Projects are scheduled only after proof of payment
- Booking slots are limited and cannot be held without payment
- Delayed payment results in rescheduling

Urgent work may attract a rush fee at management discretion.

#### 4. Revisions & Scope Control

- Quotes include **two minor revision rounds only**
- Additional revisions are billed at **R500 per hour**
- Major changes, new layouts or scope changes require a new quote

Repeated reverts, indecision or unclear feedback that delays progress will be billed.

#### 5. Communication Expectations

Professional, timely communication is required from both parties.

The following will not be tolerated:

- Payment delays without written notice
- Extended approval delays that impact scheduling
- Abusive or disrespectful conduct

AM Creative Solutions reserves the right to pause or terminate projects where professional conduct is compromised.

#### 6. Copyright & Open Files

- Final delivery includes print-ready or approved digital files only
- Editable source files remain the intellectual property of AM Creative Solutions

Open files may be purchased separately at **25% – 100% of project value**.

No reproduction, modification or distribution of artwork is permitted without written consent.

#### 7. Billable Time

Billable time includes:

- Design development
- Revisions
- Client communication
- Research and sourcing
- File preparation and production support

Time is tracked and invoiced accordingly.

## 8. Project Termination

If a project is cancelled after commencement:

- Deposits are non-refundable
- Work completed will be invoiced
- All usage rights remain suspended until full payment

AM Creative Solutions may terminate projects due to:

- Non-payment
- Breach of terms
- Persistent scope creep
- Unprofessional engagement

## 9. Portfolio Rights

AM Creative Solutions retains the right to showcase completed work for portfolio, marketing and case study purposes.

**This right will only be restricted where a signed Non-Disclosure Agreement (NDA) is in place prior to project commencement.**

## 10. Legal Position

These terms align with professional service standards and are enforceable under South African commercial and copyright law.

## 11. Acceptance of Terms

These terms must be **signed and formally agreed** before any work will commence.

Acceptance occurs through:

- Signed agreement
- Written quote approval
- Payment of any invoice

Failure to sign does not nullify these terms once services are engaged.

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**Disclaimer**

Any matters not specifically addressed in this agreement will be managed at the sole professional discretion of AM Creative Solutions (Pty) Ltd., in alignment with recognised industry standards. Acceptance of these terms confirms full understanding and agreement.

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**Signed & Accepted:**

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**Client Name:**

\_\_\_\_\_  
**Company Name:**

\_\_\_\_\_  
**Signature:**

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**Date:**

**Accepted by:**

**Alicia Mans**

AM Creative Solutions PTY Ltd.

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**Signature:**

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**Date:**