

Booking Terms & Conditions

Screenplay Digital Creative Pty (Ltd) t/a Screenplay Presents Presentation & Graphic Design Services

These Terms & Conditions ("Terms") apply to all bookings and projects undertaken by **Screenplay Presents** ("the Designer", "we", "us") for the client named in the accepted proposal or booking confirmation ("the Client", "you"). By paying the booking deposit (or, for hourly engagements, by confirming the engagement in writing), you agree to these Terms.

1. Bookings & Project Confirmation

- 1.1. A booking is confirmed once the Client has accepted the written proposal or quote and the first payment (Section 3) has been received in full. Hourly engagements are confirmed under Section 4.
- 1.2. Start and delivery dates are reserved on confirmation only; until then they may be offered to other clients.
- 1.3. Quotes are valid for 7 days from the date of issue unless otherwise stated.

2. Scope of Work

- 2.1. The Designer provides presentation design and graphic design services. The scope of each project — including deliverables, formats and deadlines — is defined in the written proposal or quote.
- 2.2. Work beyond the agreed scope will be quoted separately as a change order and may affect the delivery timeline.
- 2.3. The Client must supply all content required (text, data, brand guidelines, logos, imagery, templates) by the agreed content deadline. Late content may shift the delivery date.

3. Fees & Payment (Fixed-Quote Projects)

- 3.1. Fees for quoted projects are payable in two equal instalments: (a) **50% on booking**, to confirm the project and reserve the start date; and (b) **50% on completion**, due before final files are released.

- 3.2. Final deliverables (editable source files and exports) are released once the final instalment is received. Watermarked previews may be provided for review before payment.
- 3.3. Invoices are payable within 7 days of the invoice date unless otherwise agreed. Late payments may incur interest of 8% per month on the outstanding balance.
- 3.4. Any client agreement in place in respect of payment terms take precedence.
- 3.5. All fees are quoted in ZAR and are exclusive of VAT unless stated otherwise.
- 3.6. Where a project runs longer than 30 days through no fault of the Designer, the Designer may invoice for work completed to date.

4. Hourly Engagements

- 4.1. Where no fixed quote is issued, or where the parties agree in writing to work on a time-billed basis, the project is billed at the Designer's hourly rate, tracked while actively working on the project.
- 4.2. An hourly engagement is confirmed once the Client has approved the hourly rate and the engagement in writing (email is sufficient).
- 4.3. **Securing booked time.** The full scope of the work must be communicated in writing before booking is confirmed. Booked time is reserved for the communicated scope only; work outside it is subject to availability. The Designer need not hold requested dates until the written scope is received.
- 4.4. **Time tracking.** Time is tracked in increments of 30 minutes and includes design work, revisions, file preparation and export, agreed meetings and calls, and substantive project correspondence. A time log is provided with each invoice on request.
- 4.5. **Estimates.** Any estimate of hours is a good-faith projection, not a fixed quote. The Designer will notify the Client at 80% of an agreed estimate and will not exceed an agreed cap without written approval.
- 4.6. **Invoicing.** Hourly work is invoiced on completion, payable within 7 days unless otherwise agreed. The Designer may pause work while any invoice is overdue. Sections 3.3 to 3.5 apply to hourly invoices.
- 4.7. **Revisions.** Section 5 revisions do not apply to hourly engagements: all revision time is tracked and billed at the hourly rate.
- 4.8. **A minimum billing of 1 hour** applies per engagement or per day of work, whichever is agreed.

- 4.9. Overtime & rush fees. Work requested at short notice or outside standard working days is billed at the following rates instead of the standard rate, confirmed in writing beforehand: (a) Same-day turnaround (work requested and delivered on the same business day): 200% of the standard hourly rate; (b) Next-day turnaround (work requested for delivery the following business day): 150%; (c) Saturday work: 150%; (d) Sunday and public holiday work: 200%. Where more than one category applies (e.g. same-day turnaround on a Sunday), the highest single rate applies. Standard working days are Monday–Friday, 8:00–16:00.

5. Revisions (Fixed-Quote Projects)

- 5.1. The quoted fee includes **two (2) rounds of revisions** on the delivered design.
- 5.2. A "round of revisions" is one consolidated set of written feedback covering all requested changes at once.
- 5.3. Revisions cover refinements to the agreed scope — layout adjustments, copy edits, colour and image changes, and similar amendments. Changes that alter the agreed scope are a change order under Section 2.2.
- 5.4. Additional revision rounds beyond the two included are billed at the hourly rate.
- 5.5. Feedback should be provided within 5 business days of each delivery. If none is received within 10 business days, the project is deemed approved and complete and the final invoice becomes due.

6. Timelines & Client Delays

- 6.1. Delivery dates assume timely receipt of content, feedback, and approvals from the Client.
- 6.2. If the Client pauses the project or is unresponsive for more than 10 business days, the Designer may suspend it. Resuming is subject to availability and a restart fee of 25% may apply. For hourly engagements, time logged before suspension remains billable.

7. Cancellation & Rescheduling

- 7.1. **By the Client (fixed-quote projects):** If the Client cancels after booking, the booking instalment (50%) is non-refundable, as it secures reserved time and covers work commenced. Where substantial work has been completed, the Designer may invoice for work done beyond the deposit value.

- 7.2. **By the Client (hourly engagements):** The Client may end an hourly engagement at any time with written notice. All time logged up to the end of the engagement is billable.
- 7.3. **Late cancellation of booked hourly time:** Where hourly work has been booked for specific dates and the Client cancels with less than 5 business days' notice, a cancellation fee of **50% of the value of the booked time** applies.
- 7.4. **Rescheduling:** The Client may reschedule a confirmed start date once, with at least 5 business days' notice, subject to availability. Further rescheduling may be treated as a cancellation and rebooking.
- 7.5. **By the Designer:** If the Designer must cancel due to illness or circumstances beyond their control, the Client will receive a rescheduled delivery date.

8. Intellectual Property & Usage Rights

- 8.1. On receipt of full payment (including all outstanding hourly invoices), the Client owns the final delivered work and its layouts for the Client's business use, including internal use, pitches, marketing, conferences, and publication.
- 8.2. Until full payment is received, all designs remain the property of the Designer.
- 8.3. Third-party assets (stock imagery, fonts, icons, templates) are licensed under their own terms. The Designer will use assets licensed for the Client's intended use; the Client must maintain any ongoing licences (e.g. fonts needed to edit source files).
- 8.4. Preliminary concepts, drafts, and rejected designs remain the property of the Designer and are not transferred.
- 8.5. The Client warrants that any content supplied to the Designer (text, data, images, logos) does not infringe any third party's rights, and indemnifies the Designer against claims arising from supplied content.

9. Confidentiality

- 9.1. The Designer will treat all Client materials, data, and business information as confidential and will not disclose them to any third party except as needed to complete the project.
- 9.2. Where the Client requires a separate non-disclosure agreement, this can be signed before content is shared, and its terms will take precedence over this section.

10. Portfolio & Promotion

- 10.1. The Designer may display completed work in their portfolio and marketing materials (website, social media, pitch documents), excluding any confidential content.
- 10.2. If the project is confidential in full, the Client may opt out in writing at booking, or the parties may agree a sanitised version.

11. Liability

- 11.1. The Client is responsible for final proofing and approval of all content, including text accuracy, data, and legal compliance of the material presented.
- 11.2. The Designer's total liability under any project is limited to the fees paid for that project. The Designer is not liable for indirect or consequential losses, including lost profits or business opportunities.
- 11.3. The Designer is not responsible for how third-party software (e.g. PowerPoint, Keynote, Google Slides, Adobe applications) renders files on the Client's systems, or for colour variation between screen and print, though reasonable compatibility testing is carried out for the agreed delivery format. Print production and costs are the Client's responsibility unless included in the scope.

12. General

- 12.1. These Terms, together with the accepted proposal, quote, or written hourly engagement, form the entire agreement between the parties. If there is a conflict, the proposal/quote/engagement takes precedence.
- 12.2. These Terms are governed by the laws of the Republic of South Africa, and any disputes are subject to the courts of the Republic of South Africa.
- 12.3. If any provision of these Terms is found unenforceable, the remaining provisions remain in full effect.