

1. Introduction

Welcome to Vanguard Design. These Terms and Conditions shall apply to the provision of all our services. By engaging with our services, you agree to be bound by these terms.

2. Services Provided

We offer the following services:

- Brand Design.
- Website Development.
- Wedding Design.
- Clothing and apparel printing.

3. Acceptance of Terms

By accepting a written quote from Vanguard Design, the client acknowledges that they have read and understood the Terms and Conditions of our services.

4. Quotes and Proposals

All quotes and proposals are valid for 30 days from the date of issue. Any changes to the initial scope of work quoted for, may result in additional fees.

5. Payment Terms

On acceptance of our quote, a 50% non-refundable deposit of the total fee is payable upfront, within 5 days of the date of invoice. We reserve the right not to commence any work until payment is made. The remaining 50% shall become payable before the project is made live or final files are sent to the client.

Printing: For our printing service, the invoice must be paid in full before the approved proof goes to print. You may use your own printers, but we are not responsible for any errors or quality issues in the final print job, including those approved by the client.

6. Intellectual Property

All intellectual property rights in the work created by Vanguard Design will be transferred to the client upon full payment. Until full payment is received, all materials remain the property of Vanguard Design.

7. Client Guarantee and Indemnification

The client guarantees they they hold all intellectual property rights or necessary permissions for content provided to Vanguard Design, including text, images, graphics, trademarks, and logos. The client agrees to indemnify and hold Vanguard Design harmless from any claims, liabilities, damages, losses, and expenses, including legal fees, due to unauthorised use of provided content.

8. Revisions and Approval

We offer up to three rounds of revisions. Additional revisions will be charged at our standard hourly rate.

Printing: A proof will be provided for approval. It is the client's responsibility to check the proof carefully. Once approved, no further changes may be made without additional fees. Vanguard Design will not be held responsible for any errors that go to print which were approved by the client.

9. Delivery and Turnaround Times

Project timelines are provided in proposals. We strive to meet these deadlines but are not liable for delays caused by the client, third-party suppliers, or unforeseen circumstances. If client delays exceed six weeks, the outstanding balance will be invoiced.

10. Cancellation and Refunds

If the project is cancelled by the client after the deposit is paid but before completion, the deposit is non-refundable. If cancelled after completion, full payment is required.

Printing: Once printing has commenced, no refunds can be given.

11. Subcontracting

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

12. Confidentiality

We will maintain the confidentiality of any sensitive information provided by the client and expect the same in return.

13. Use of Client Content for Promotional Purposes

The client agrees that Vanguard Design may use any content created for the client, including branding, printed materials, and website designs, for promotional purposes. This includes, but is not limited to, portfolio displays, website content, social media, and marketing materials.

14. Limitation of Liability

We shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with our services or any delay in our services. Our total liability is limited to the amount paid by the client for the specific service/s in question.

15. Governing Law

This agreement and all matters or disputes arising out of or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa. Any disputes shall be limited to the jurisdiction of the Magistrates' Court.

16. Privacy Policy

Vanguard Design complies with POPIA. By using our services, you agree to your personal information being collected, processed, and stored. We prioritise data confidentiality and won't share it beyond the required scope of our services without your consent, except as required by law. You have the right to access, correct, or delete your information under POPIA regulations. See our website's privacy policy for details.

Please note that Vanguard Design is not VAT registered.