

Soldati Collective Pty Ltd – Terms & Conditions

Last Updated: 09 March 2026

Website: <https://www.soldati.co.za>

Full Terms: <https://docs.soldati.co.za/terms>

1. General

1.1 These Terms govern all services provided by Soldati Collective (Pty) Ltd (“**Soldati**”), including design, branding, websites, retainers, content creation, photography, and video services.

1.2 By accepting a quotation, invoice, retainer agreement, or making payment, the client agrees to these Terms in full.

1.3 Services are subject to availability. Soldati reserves the right to adjust timelines or scope where necessary due to resource constraints or project requirements.

2. Quotations & Estimates

2.1 All quotations are estimates and are not final until invoiced.

2.2 Quotations are valid for 30 days unless otherwise stated.

2.3 Any changes to the approved project scope may result in additional fees.

2.4 Payment of any initiation fee or deposit constitutes acceptance of these Terms & Conditions.

3. Payment Terms

One-Off Projects

3.1 A 50% non-refundable initiation fee is required before work begins.

3.2 The remaining balance is due upon project completion or delivery.

3.3 Work will not commence until the initiation fee has been received.

Monthly Retainers

3.4 Retainers are billed monthly in advance and payable 100% upfront.

3.5 Retainers renew automatically unless cancelled in writing at least 14 days before the next billing cycle.

3.6 Each retainer includes the deliverables or hours defined in the applicable package.

3.7 Unused deliverables may roll over for a maximum of two additional months (three months total), after which they expire.

3.8 Work outside the agreed scope will be billed at standard rates unless otherwise agreed in writing.

4.Scope of Work

4.1 Deliverables, revisions, timeline, and file formats are defined in the quotation, invoice, or package documentation.

4.2 Revisions beyond the agreed scope will be billed separately.

4.3 Project timeline depend on timely client feedback. Client delays may extend delivery schedules.

5.Ownership & Licensing

5.1 Ownership of Work

All concepts, designs, and creative assets remain the intellectual property of Soldati until full payment has been received.

5.2 Approved Deliverables

Upon full payment, the client receives a license to use the final approved deliverables for their intended business purposes.

5.3 Unused Concepts

Unselected concepts, drafts, and unused design directions remain the property of Soldati and may not be used or reproduced.

5.4 Product & Merchandise Use

The standard license covers branding, marketing, and internal business usage (e.g. signage, packaging, uniforms, stationery).

Commercial resale of items featuring the design (e.g. merchandise, apparel, promotional goods) requires a separate licensing agreement.

5.5 Portfolio & Marketing

Soldati retains the right to display work in portfolios, case studies, websites, and marketing materials unless a paid Non-Disclosure Agreement (NDA) has been executed.

6.Client Responsibilities

6.1 Clients must provide all necessary content, information, and approvals required to complete the project.

6.2 Clients remain responsible for the legality and accuracy of all content supplied to Soldati.

6.3 Delays in feedback or approvals may affect project timeline.

7.Project Pauses & Re-engagement

7.1 If a project becomes inactive for 14 days or more due to client delay, it may be marked as inactive.

7.2 A re-engagement fee may apply to resume paused projects to cover

scheduling and project recovery.

7.3 If there is **no response after three follow-up attempts over a three-week period** from an inactive project, the project will be considered **abandoned and may be closed**.

7.4 Reopening a closed project may require a **new quotation, updated timeline, and revised scope where necessary**.

8.Cancellations & Refunds

8.1 Initiation fees are non-refundable.

8.2 Retainer payments are billed monthly and are non-refundable once the billing period has started.

8.3 Access to files or deliverables may be suspended until all outstanding invoices are settled.

9.Liability

9.1 Soldati shall not be liable for indirect or consequential losses resulting from services provided.

9.2 Soldati does not guarantee specific commercial results from branding, marketing, or digital services.

10.Confidentiality

10.1 Both parties agree to treat confidential information shared during projects as private unless otherwise agreed in writing.

11.Partner Agencies & Attribution

11.1 Where Soldati provides services to a partner agency on an outsourced or white-label basis, the partner may present the work as part of their client offering.

11.2 The partner agrees that Soldati Collective may be credited as the design or development partner where appropriate in portfolio pieces, case studies, or project documentation.

11.3 Where a partner publishes project case studies, portfolio entries, or website showcases of the work produced by Soldati, reasonable attribution to Soldati Collective must be included unless otherwise agreed in writing.

11.4 Such credit may include wording such as “Design & Development by Soldati Collective” or similar acknowledgement.

11.5 Attribution requirements may be modified or waived only through written agreement between the parties.

12. Governing Law

12.1 These Terms are governed by the laws of South Africa.

12.2 Disputes will first be attempted to be resolved amicably before legal proceedings are initiated.

13. Updates

13.1 These Terms may be updated periodically. The current version is always available at <https://docs.soldati.co.za/terms>

14. Contact

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