



# Soldati Collective Pty Ltd – Terms & Conditions

Last Updated: 01 November 2025 Website: https://www.soldati.co.za

Full Terms: <a href="https://docs.soldati.co.za/terms">https://docs.soldati.co.za/terms</a>

## 1. General

1.1 These Terms & Conditions govern all services provided by Soldati Collective Pty Ltd ("Soldati"), including but not limited to design, branding, websites, retainers, content creation, photography, and video services.

- 1.2 By accepting a quotation, invoice, retainer, 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 based on resource constraints.

## 2. Quotations & Estimates

- 2.1 All quotations are **estimates** and not final until invoiced.
- 2.2 Quotes are valid for 30 days unless otherwise stated.
- 2.3 Any changes to scope after acceptance may incur additional fees.
- 2.4 Payment of an initiation fee or deposit confirms acceptance of these Terms & Conditions.

## 3. Payment Terms

## **One-Off Projects:**

- 3.1 A **50% non-refundable initiation fee** is required to commence all projects; the balance is due on delivery.
- 3.2 No work will begin until payment is received.

#### **Monthly Retainers:**

- 3.3 All retainers are payable 100% upfront and billed monthly in advance.
- 3.4 Retainers renew automatically unless cancelled in writing at least **14 days** prior to the next billing cycle.
- 3.5 Each retainer includes the agreed number of design deliverables or hours as outlined in the package document.
- 3.6 Unused deliverables may roll over twice (up to 3 months total). After that, remaining deliverables expire.





3.7 Additional work outside the agreed scope will be quoted and billed at standard rates (currently R150/hr unless otherwise agreed).

## 4. Scope of Work & Deliverables

- 4.1 Deliverables, number of revisions, timelines, and file formats are outlined in each package, quotation, or invoice.
- 4.2 Any revisions beyond the agreed scope will be billed separately.
- 4.3 Turnaround times are dependent on prompt client feedback; delays from the client may affect delivery timelines.

# 5. Ownership & Licensing

### 5.1 Ownership of Work:

- All designs, concepts, patterns, and creative assets produced by Soldati remain the **property of Soldati** until full payment is received.
- **Unselected concepts or designs** remain the intellectual property of Soldati and may not be used, reproduced, or claimed by the client.

#### 5.2 Branding vs Product Usage:

- The license granted to the client covers the use of designs for **branding**, **marketing**, **packaging**, **and internal business items** (e.g., staff uniforms, signage, business stationery).
- Sale or distribution of physical items featuring the design (e.g., uniforms, merchandise, t-shirts, mugs, bottles) to third parties is not covered and requires a separate agreement and fee.
- Standard license **does not transfer ownership** Soldati retains full copyright of all designs.

#### 5.3 Restrictions:

- Clients may **not resell, redistribute, or claim ownership** of Soldati designs in any form.
- Any additional usage outside the agreed scope must be negotiated and licensed separately.

#### 5.4 Portfolio & Marketing:

• Soldati reserves the right to showcase all work in portfolios, websites, social media, and marketing materials unless a **Non-Disclosure Agreement** (NDA) is in place.





# 6. Client Responsibilities

6.1 Clients must provide all necessary information, materials, and approvals in a timely manner to enable Soldati to meet deadlines.

6.2 Clients are responsible for the accuracy and legality of any content provided (text, images, branding).

6.3 Delays in feedback may impact timelines; Soldati is not liable for missed deadlines caused by client delays.

## 7. Cancellations & Refunds

7.1 Initiation fees for projects are **non-refundable**.

7.2 Retainer fees are billed **monthly upfront** and are not refundable for partially completed months.

7.3 If a client cancels services, access to ongoing project files or deliverables will be suspended until all payments are settled.

## 8. Liability

8.1 Soldati shall not be liable for indirect, incidental, or consequential losses arising from the services provided.

8.2 Soldati does not guarantee specific results from branding, marketing, or digital campaigns.

## 9. Confidentiality

9.1 Both parties agree to treat all information shared as confidential unless otherwise agreed in writing.

9.2 Confidential information may include project briefs, strategies, unpublished designs, and client data.

# 10. Governing Law & Dispute Resolution

10.1 These Terms & Conditions are governed by the laws of **South Africa**.

10.2 Any disputes will first be attempted to be resolved amicably. If unsuccessful, disputes will be submitted to **arbitration or the competent court** in KwaZulu-Natal.

## 11. Additional Notes

• Full project scope, deliverables, and revisions are detailed in individual quotations, invoices, or retainer agreements.





- Clients are encouraged to review these Terms before paying or approving projects.
- These Terms may be updated from time to time; the current version is available at <a href="https://docs.soldati.co.za/terms">https://docs.soldati.co.za/terms</a>.

## 12. Contact Us

If you have questions about this policy or your data, please contact:

• Email: info@soldati.co.za

• **Phone:** 081 397 9199