

## TERMS & CONDITIONS

### 1. PAYMENT TERMS

For projects below R 100 000 ex VAT – 50% on acceptance of the quotation and the remaining 50% on completion of the project. Headlight Media Group will only hand over final project files after final payment has been made.

For projects exceeding R 100 000 ex VAT – Payment arrangements will be made with the client before to commencement.

For social media clients – Payment to be made on or before the 1st of each month in advance or on acceptance of a quotation for paid social media clients.

### 2. CONFIDENTIAL INFORMATION

**Video and Animation:** Headlight Media Group reserves the right to provide clients with any video or animation timelines in an open format ie. Project files. The client is only entitled to the raw footage or illustration assets and the final video exports.

**Social Media:** Headlight Media Group reserves the right to provide clients with any target audience created for paid social media campaigns, including Facebook, Instagram or LinkedIn.

### 3. CLIENT FEEDBACK, CHANGES AND SIGN-OFF

**Video, Animation, Illustration, Graphic Design and Website Design:**

Clients will have one set of changes after which a final set of changes will be done. Thereafter the hourly rate will apply to any further changes. The client must ensure that the changes are agreed upon internally and communicated to Headlight Media Group by the authorised person.

**Social Media:**

**Planning:** All clients will have the opportunity to make any changes to the content calendar before to any creative or scheduling work is done during the monthly content calendar meetings. Any changes thereafter, creative or scheduling, will be charged at the hourly rate.

**Approval:** All clients will have the opportunity to make changes to content before to posts go live. Headlight Digital makes use of Kontentino as the preferred platform.

Headlight Media Group will not be held responsible for additional production changes due to inaccurate feedback from the client.

### 4. CLIENT FILES

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## 5. MEDIA STORAGE

HEADLIGHT Media will store client files for a maximum of 2 years. This includes designs-, post-productions-, animations files, and RAW footage.

After this time period has passed, all clients will be notified and a transfer of files to a storage device provided by the client will take place.

The client has the responsibility of sending us a storage device(s) to our offices in Somerset West to retrieve all their media through a courier service at their own expense.

If the client doesn't comply with the above-mentioned, HEADLIGHT Media has the full authority to delete all media from our systems after the 2 year period.

Retainer clients with HEADLIGHT Media have the benefit of all files stored on our systems while all contracts are active. Once all contracts are terminated, all the above applies.

## 6. CONFIDENTIALITY

The content of this email is confidential and intended for the recipient specified in the messages only. It is strictly forbidden to share any part of this message with any third party, without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future. This message has been sent as a part of the discussion between the sender and the addressee whose name is specified above. Should you receive this message by mistake, we would be most grateful if you informed us that the message has been sent to you. In this case, we also ask that you delete this message from your mailbox, and do not forward it or any part of it to anyone else. Thank you for your cooperation and understanding.

## 7. EMAIL COMMUNICATION

### 7.1. Security

HEADLIGHT Media Group puts the security of the client at a high beforeity. Therefore, we have put efforts into ensuring that the message is error and virus-free. Unfortunately, full security of the email cannot be ensured as, despite our efforts, the data included in emails could be infected, intercepted, or be ensured as, despite our efforts, the data included in emails could be infected, intercepted, or corrupted. Therefore, the recipient should check the email for threats with proper software, as the sender does not accept liability for any damage inflicted by viewing the content of this email.

### 7.2. Environmental

Please do not print this email unless it is necessary. Every unprinted email helps the environment. Is it necessary to print this email? If you care about the environment as we do, please refrain from printing emails. It helps to keep the environment forested and litter-free.

### 7.3. Employees Liability

The views and opinions included in this email belong to their author and do not necessarily mirror the views and opinions of the company. Our employees are obliged not to make any defamatory clauses, infringe, or authorise infringement of any legal right. Therefore, the company will not take any liability for such statements included in emails. In case of any damages or other liabilities arising, employees are fully responsible for the content of their emails.



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