



COMPANY T'S AND C'S

Terms & Conditions



www.cestlavedesignonline.com
info@clvdesign.co.za

PLEASE READ ME!!!

THIS IS A LEGAL DOCUMENT CREATED BY THE CLV DESIGN TEAM FOR THE CLIENT'S PURPOSE AS WELL AS THE COMPANIES PROTECTION.

This is a legal document drafted by the C'est La Vie Design and Create team, please take the time to read through this document as we will not be held responsible for any points discussed in this document not adhered to. These terms will apply to all our clients, this includes our private clients, our re-sellers and our wholesale clients. We hope this document will create a frame of understanding and security to ensure we work together in a professional manner and to eliminate all possible uncertainty or misunderstandings.

Please do be advised, if you do make a payment for your order, then the CLV Design team does accept the fact that you have read and understood the T's and C's and have no questions, concerns or objections and that the terms and conditions related to your order is clearly understood.

WE OWN THE RIGHTS TO OUR PHOTOGRAPHS/DESIGNS.

Please do note that in the event where our work is copied or our photographs are used without our written consent, our legal team will take steps against the individual as we do not allow our designs or photos to be used for personal use or advertisement without our consent to do so. If you wish to become a re-seller or register as a wholesaler, you can do so by contacting our office to receive the application form.

OUR ORDER PROCESS:

We have two methods of how you can place your order.

1. Via our e-mail platform
2. Via our online store.

It is important that the client checks their invoice/online order before making payment to ensure the correct items have been added and the correct QTY's have been displayed. Paying for a invoice with incorrect products/amounts will result in the incorrect order being printed and produced. It is essential that if there is any issues with your invoice that you contact the CLV Design team to rectify the issue on hand before payment.

DEADLINE DATES:

We do speak about our deadline dates all over, online as well as e-mail. If you do place an order and pay for the order without first confirming if your deadline date for delivery is possible , then CLV Design will not be held responsible to ensure/refund the order (in the case where design and production time has been allocated to the order). Not discussing your lead times with CLV Design will then result in your order going into the standard line for design and completion. Please note, that in the case where we have to make a refund due to not being able to make the deadline date (after communicated on various occasions and platforms) there will be a R50.00 deduction for admin and banking fees to allocate the refund. If any design time or production time has been allocated, a further deduction will be implemented and will be discussed prior.

SUMMARY OF OUR LEAD TIMES:

Jan-Sept: 10-15 Working days (inclusive of our 3-5 working days we require before we send layouts for approval)

Oct-Dec: 15-20 Working days (inclusive of our 5-7 working days we require before we send layouts for approval)

NOTE: The above lead times does not include the delivery/dispatch time. It is merely from the date of confirmation of payment to the day that the order will be completed.

NO ORDER IS STARTED WITHOUT PAYMENT CONFIRMATION

If you have discussed a deadline date with us, it is from the date we spoke on the phone/e-mail/whatsapp. If you do decide to make payment a few days later, then the same terms regarding the deadline date cannot be the same as discussed and then a new discussion should surface or the client should rather not place their order with CLV Design. We have lead times and indications for a reason.

Please do respect our lead time indication. We mostly try and succeed in getting orders completed earlier, however this is and should not be assumed as guaranteed.

PAYMENTS:

Payment method accepted is Cash or EFT. We do not have any other pay gate options available. Please do refrain from making an immediate transfer. (This is the pay and clear option on your banking app). This will cause delays in capturing the order.

Invoice payments- Please make sure to use your name/surname as reference when making a payment into our account. We have had issues in the past where clients use a different reference or someone pays on behalf of the client and uses their own name as reference and then we have no idea who to allocate the payment to and this will also delay your order until we figure out who the payment belongs to, C'est La Vie Design and Create (Pty) Ltd will not be held accountable for any missed deadlines or extended lead times in the event where a incorrect reference was used. Quote/Invoice numbers are also acceptable when making a payment.

Online order payments - In the event where an online order has been placed, please only use the order number that is sent to you via email. Please do not use your name/surname as reference. We only work with order numbers with all online orders. Not using the correct reference (order number only) there will be delays in allocating payments and capturing the orders.

NO ORDER WILL LEAVE OUR PREMISES WITHOUT BEING PAID IN FULL.

WHAT HAPPENS WHEN WE HAVE RECEIVED YOUR PAYMENT?

After receiving your payment, the client will receive a e-mail with the subject ORDER CAPTURED. In this e-mail the client will once again receive a detailed step-by-step explanation as to how it works and when they can expect to receive their layouts.

RECEIVING LAYOUTS/APPROVING ARTWORK:

It is 100% the client's responsibility to study the design file, which is sent via e-mail only.

All official communication regarding design changes, requests and approval must happen via e-mail only. In the case where the client approves layouts and the order goes into production, CLV Design will not be held responsible for any incorrect artwork that has been approved that will be produced. CLV Design will not be held responsible to correct or replace any approved artwork. Standard lead times will also apply in the case where the order needs to be fixed/redone. It is important that the client takes the time to check all elements before approval. This includes: 1. Spelling || 2. Colors and design elements || 3. Quality || 4. QTY indication. Approving the layouts does mean that we can produce the file as is. Additional costs and standard lead times will be applied if any of the above was not brought under our attention before dispatch.

Please do keep in mind, we are all human and we do make mistake. Please be sure the file you receive is as you envisioned it., and if not, please address it with our team (via email only) right away!

SENDING OWN ARTWORK:

We have no issues in clients supplying their own artwork. However choosing not to use CLV Design's services when it comes to artwork creations, does mean that the client is 100% responsible to ensure the entire artwork layout is high quality and is printable to our templates. The client is more than welcome to check in with us regarding templates, sizes and quality needed. CLV Design will not be held responsible to check the artwork nor to replace/re-do any products because of incorrect artwork being supplied.

Please refrain from sending us any whatsapp and facebook images as both these applications reduces the original pixels. You might get away with low quality photos in the event where we create collages. If you send us designs that are print ready and we just need to produce the products and the design is not up to standard and we do not notice it until after printed, C'est La Vie Design and Create (Pty) Ltd will not be held accountable for any artwork not generated by our team, this includes any discoloring as well. You need to make sure your screen is calibrated before sending us any print ready files. We recommend always sending images above 720pixels and when sending us artwork from google, then look for the 1000pixels plus.

Please note that it is not the responsibility of the CLV Design team to check supplied artwork prior to printing the product. If the client decides to supply own artwork then it is understood and accepted that the client is aware of their quality and colors. CLV Design will not take any responsibility regarding any elements or colors of any supplied artwork. Supplied artwork will be printed as is. It is the client's responsibility to ensure it is up to standard.

SUPPLYING IMAGES/ARTWORK:

Please do note we do not accept multiple e-mails consisting of multiple images/designs per e-mail. Please send your collage images or multiple artwork using only one of the following methods:

1. Wetransfer (www.wetransfer.com)
2. Dropbox
3. Google Drive

DIFFERENT BRANDING METHODS:

We do offer various branding methods in-house as well as sourced from suppliers. Below we are outlining the terms and conditions to be aware off.

DTF (DIRECT TO FILM PRINTING):

What is DTF Printing? Direct to Film or DTF is a process that transfers prints onto fabric or other substrates using a heat-press mechanism. Unlike the DTG method, which only works on cotton fabrics, the Printer DTF method can work on cotton and poly blends. DTF Printing does consist of a white/glue base. It is essential to know that everything on your artboard will print as is with a white undercoating. Watercolors usually don't work effectively with DTF printing. Anything not presenting as transparent will get a white undercoat and will print.

SUBLIMATION PRINTING:

Sublimation printing sublimation printing uses heat to essentially bring ink and fabric together as one. First, a design is printed onto special paper. The inks that are used turn into gas when brought under heat, then combine with the fabric and permanently print onto the fabric or product. All sublimation products are specially treated with a special coating in order to accommodate the inks. All sublimation fabrics needs to be 100% polyester or a very high polyester count. It is essential to note that because of the method explained as above it is not always guaranteed that the colors on screen or the colors in logos will be represented 100% to the product or products and it is also essential to note that 2 different products might not print the same design exactly the same. CLV Design does recommend ordering a sample first on the products you are interested before placing a bulk order to study how the design prints to different substrates. After the product/s have been produced, CLV Design will not be held responsible to refund the client if a sample run was not ordered before. CLV Design cannot guarantee the exact screen colors will be represented, nor can CLV Design guarantee that products that differ (for example a mug and a mouse pad) will print the same in color.

Other printing methods can also not be compared to Sublimation printing. In Example direct printing which we use for diaries. The colors used in direct printing and the colors used with sublimation printing can also differ. Direct printing is where the computer to print process is directly, whereas sublimation printing is from screen to paper and then applied with heat. Therefore CLV Design will not be held responsible to replace or refund any items printed by us that does not match a different printing supplier or different printing method.

ENGRAVED/LASER CUT PRODUCTS:

Engraving is also a very delicate branding method. Engraving is literally the design "burnt" into the product. Each product and product type/material differs and takes to the laser differently. Even two of the exact same products might engrave different to each other because of coatings or varnishes etc. In the case where the product is not completely ruined because of the laser, CLV Design cannot be held responsible to replace any engraved items because they don't completely match from A to B. It is impossible for CLV Design to know and be confident that 100 of the same items will all engrave exactly the same. We do try and test various products to ensure we deliver a general quality throughout. In the case where the engraving looks un-neat and does not deliver the quality we are used to, the product will be replaced before it is sent to the client.

It is also important to note that we purchase the products from suppliers whereas the substrates are usually supplied in bulk. We cannot control what we receive from the suppliers nor can we choose. Woods and leathers all differ from each other even if they are the same size, style and color.

EXTERNAL SUPPLIERS:

In the case where the client uses C'est La Vie Design and Create (Pty) Ltd as a middle-man to do bulk orders by suppliers such as Barron and Amrod, the respective branding companies T's and C's will apply.

This will apply to:

1. Any broken items
2. Any badly produced/branded items
3. Any items not included/missing items
4. Branding errors
5. Inadequate service delivery

It is important for the client to note that we will deal with the above mentioned issues on behalf of the client, however we will require the needed time to source the needed information from both the client as well as the respective mentioned branding company.

BRANDING DONE VIA EXTERNAL COMPANIES:

The client should take into mind before proceeding with the order that the mentioned companies does include within their T's and C's that branding colors (same as our sublimation terms) don't have a guarantee that it will be spot on to the screen version. C'est La Vie Design and Create (Pty) shall not be responsible to replace or refund any mis-colored branded products as this is a main term for the branding companies. The only time where we can address the situation is if one of the 5 points above are in play.

The client will receive a mock-up to approve with any needed to know terms advised by the above mentioned companies.

SCREEN COLORS:

One thing that is important to always remember is that any screen has a built-in enhancer, otherwise the eye would not be able to observe the image shown. If you compare your screen image to your normal vision the quality of brightness is not the same. This means a red on screen will appear more vibrant than what it will print, because the products don't have the enhancers that the screens represent.

The client should note that with any design they receive that the final product will not be as brightly presented as how the screen shows it to the eye. Neon colors will also not print as neon as on screen, seeing as inks don't copy that same color combinations to do 100% neon.

C'est La Vie Design and Create (Pty) will not be responsible for a refund/replacement if the final product differs slightly to the screen version. If you are unsure how your product will print, try printing it in color on a normal piece of copy paper to get a better idea of how it will print in real life.

GARMENTS:

SIZING:

C'est La Vie Design and Create (Pty) Ltd offers a wide range of different garments and different sizes for each garment style. We do have sizing charts for all of the garments we offer, manufactured or hand made. Please ensure that you as the client measure yourself according to the garment you are interested in to ensure you order the correct size for your body type. C'est La Vie Design and Create (Pty) Ltd will not be held accountable for any garment that is too big or too small. In the event where it is a handmade garment you as the client is more than welcome to send us measurements and we will try and manipulate our patterns to the best of our ability to ensure it fits. All manufactured garments have set measurements and we are therefore not able to make any sizing changes to the garments and it is you as the client's responsibility to ensure you order a garment that will fit. We mainly custom print and design our products and therefore there will be no refund or exchanges to be done on C'est La Vie Design and Create (Pty) Ltd costs.

SUPPLIED GARMENTS:

Although not preferred, C'est La Vie Design and Create (Pty) Ltd does allow the client to provide their own garments, however the client should know that we cannot always count on technology and therefore there is always a risk that something might go wrong and we recommend supply extra garments as we usually replace a mis-printed garment with our stock, but in the event where the client supplies, please take note C'est La Vie Design and Create (Pty) Ltd will not be held accountable to replace stock supplied, we will print at no extra cost but the replacement of the garment is on the client's own account and the client should clearly understand that we cannot always control technology and the printing end-result

The client should also be aware that when the client supplies their own garments for print and it is not one of our preferred garment suppliers that C'est La Vie Design and Create (Pty) Ltd cannot be held accountable if the fibers in the shirts aren't correctly balanced and then the print does not take properly.

Please ensure to check in with the team before spending lots of money on garments and then we cannot successfully print onto them. If you as the client then decides to still supply the garments then C'est La Vie Design and Create (Pty) Ltd will not be held accountable for any production failures.

REFUNDS/RETURNS

Due to the nature of our business and services offered, C'est La Vie Design and Create (Pty) Ltd cannot exchange one product for another and therefore if the dissatisfaction of a product is caused by something C'est La Vie Design and Create (Pty) Ltd caused, we will try and resolve the matter to the best of our ability and to the best possible method for the best result and satisfaction to the client preference. C'est La Vie Design and Create (Pty) Ltd will try and replace the product as soon as it is possible, however in the event where we cannot meet the deadline, we will offer a full refund. Please do note you as the client have 48 hours after receipt of the order to lodge a complaint regarding any item in your order. If you fail to lodge a complaint within the 48 hours (this includes weekends, public holidays or company closure times) then you will forfeit the faulty product replacement and standard fees apply. C'est La Vie Design and Create (Pty) Ltd will not replace any product (in the case where it is our mistake) after the 48 hour time frame.

Please also be aware that in the case where the client wants a refund but has worn the item and then chooses to return it then the client will forfeit the correction/refund of the product. This also applies to worn and then washed products. Should the client not return a product or item in the form it was received, or returning a damaged item, the client will forfeit the refund. The client must return the item/product in the exact same way it was received. No refund will be made to any self-damaged or sabotaged items.

In the case where the client attempts to fix the product themselves without consulting the CLV Design team or chooses to have someone else make adjustments and fixes instead of returning the product/s to CLV Design will also forfeit their refund or correction of the error and standard fees will apply to correct the tampered with product. In the case where it is not possible to correct the tampered with product, the client will have the choice to pay for a new product or forfeit the product and it will be returned to the client as received by CLV Design. CLV Design will not replace any product that has been tampered with in any way without our knowledge. Any changes made to one of our products will not be refunded and the client will void their replacement.

Upon agreement between C'est La Vie Design and Create (Pty) Ltd and the client regarding the refund, the product must first be returned to C'est La Vie Design and Create (Pty) Ltd by the client within 7 working days from the day the complaint was lodged, Upon receipt of the product the team will evaluate the product and then base their decision on the condition the product has been received in. If the product is used in any way and not returned in a proper condition and or damaged, the refund will not be applied. In order for the client to successfully receive a refund, the client must return the product to the C'est La Vie Design and Create (Pty) Ltd premises in Montana Park, Pta in proper condition, the product must not have been used at all and the product must not have been tampered with, then C'est La Vie Design and Create (Pty) Ltd will refund the client in full and if the client used a courier service to return the product to C'est La Vie

C'EST LA VIE DESIGN (PTY) LTD **TERMS AND CONDITIONS**

Design and Create (Pty) Ltd and upon receipt of the invoice from the courier company, C'est La Vie Design and Create (Pty) Ltd will also refund the courier fee in full.

Please note: If a incorrect product or product size was delivered to the client (meaning the client approved the layouts/invoiced products) C'est La Vie Design and Create (Pty) Ltd will not be held accountable to replace or refund the product. C'est La Vie Design and Create (Pty) Ltd will apply assist the client to receive the correct products thereafter but standard rates and fees will apply.

In the case where the client ordered a custom garment from C'est La Vie Design and Create (Pty) Ltd, the client has 7 days (including weekends) to return a product if the product is not up to standard with regards that the garment or product is perhaps not sewn up to standard (this only applies to our handmade products which gets done by our in-house seamstress). We will attempt to fix the item as soon as possible and return the product to the client. Please do note that the same applies than above mentioned; if the client by any means tampers with the product or garment and attempts to make fixes or changes and after that complains that the product or garment is not up to their standards, the client will forfeit their rights in having the product or garment fixed at no additional cost. You as the client is not permitted at all to make any changes without the knowledge or consent from C'est La Vie Design and Create (Pty) Ltd. Please do note if any self inflicted damages were made by the client and not the product missing a stitch or a hem perhaps pulling loose, C'est La Vie Design and Create (Pty) Ltd will not be held responsible to replace the garment. If after 7 days (including weekends) no complaint or return has been lodged for any handmade garment or product the client will forfeit any rights to lodge a complaint and expect free of charge assistance from C'est La Vie Design and Create (Pty) Ltd. This is not negotiable by any means.

COURIER SERVICES:

It is important to remember that the couriers services we offer is a Add-On service for the convenience to the client. The courier service we offer is not a service directly supplied by CLV Design and therefore it is not possible to take responsibility for any courier related complaints or service deliveries. The client will receive a detailed e-mail including all needed to know information to track and trace their parcel. The client will also receive contact information and can contact the courier directly to communicate regarding any courier related queries. CLV Design will not track and trace the parcel on behalf of the client, nor deal with any issues regarding depot/driver or operations.

Once the parcels leaves the premises of C'est La Vie Design and Create (Pty) Ltd it no longer belongs to C'est La Vie Design and Create (Pty) Ltd and therefore we cannot be held accountable or take any responsibility regarding the actions which the courier company decides to take. The client is more than welcome to collect the parcel in Montana Park, Pta or send own drivers/couriers. The Courier we use is an independent company and should be consulted directly. C'est La Vie Design and Create (Pty) cannot be held responsible for any late deliveries or mis-routed parcels.

Please also be advised that the client has the option to take out insurance on their parcels. C'est La Vie Design and Create (Pty) Ltd will package the parcel to the best of their ability but cannot control the way the drivers or depot handles the packages. In the case where a parcel is damaged and insurance on the parcel has not been added, the client has to contact the courier directly to demand a refund for a replacement product to be sent.

C'est La Vie Design and Create (Pty) Ltd will not be held accountable or responsible if any product arrives damaged or any losses once a parcel leaves the premises of C'est La Vie Design and Create (Pty) Ltd. The client is more than welcome to take out insurance of what the parcel is worth. This insurance fee will be paid to the courier company and therefore if something does happen to the parcel C'est La Vie Design and Create (Pty) Ltd will then replace the parcel at no extra cost.

In the event where a parcel goes missing and the courier company is not successful in locating the parcel, the company will refund C'est La Vie Design and Create (Pty) Ltd whereas we will either replace the goods that went missing or provide the client a full refund. C'est La Vie Design and Create (Pty) Ltd will send the parcel in time for the delivery date discussed between C'est La Vie Design and Create (Pty) Ltd and the client, however we cannot control the actions brought forward by the courier company and therefore we request the client to place their orders in advance and make sure to have a deadline a week before their event or when the products are needed for. This allows for some time for couriers to sort out any issues on their end as well. Any missed deadlines caused by the courier company will not result in C'est La Vie Design and Create (Pty) Ltd being responsible for this matter.

In the case where a client has not taken out insurance on a breakable product and the product does break during delivery, C'est La Vie Design and Create (Pty) Ltd will not be held accountable to replace the order and standard fees will apply. If C'est La Vie Design and Create (Pty) Ltd was negligent in packaging the order and proof can be provided C'est La Vie Design and Create (Pty) Ltd will then replace the product that broke during delivery, however every product that leaves the premises of C'est La Vie Design and Create (Pty) Ltd gets properly packaged to minimize the chances of it breaking or being damaged during delivery.

It is also important to note that during the festive season the courier parcels will take longer to be delivered, please do ensure to place urgent orders on-time as late orders delivered by the courier will not fall back on C'est La Vie Design and Create (Pty) as we cannot take responsibility for the actions taken by the courier company.

We will assist to the best of our ability, however it is recommended that the client deals with all courier related queries as it will be a middle-man service between C'est La Vie Design and Create (Pty) and the client, instead of direct communication between the client and the courier company.

C'EST LA VIE DESIGN (PTY) LTD **TERMS AND CONDITIONS**

ACCEPTING OUR T'S AND C'S

By proceeding with the payment for either the online store order or the invoice we manually send via e-mail. The client accepts all T's and C's mentioned by C'est La Vie Design and Create (Pty) above and has no queries, concerns or objection. Any uncertainty regarding any of the above terms and conditions should be brought forward before payment takes place.

By remitting payment for any quote/invoice or any online order means that you as the client has read and understand the above terms and conditions and by the means of proceeding with your order C'est La Vie Design and Create (Pty) Ltd will accept that the client has no objections and understands all the terms and conditions mentioned in this document. Proceeding with any order will be consent as to agreeing to all terms and conditions drafted by C'est La Vie Design and Create (Pty) Ltd. It is the clients responsibility to check in with C'est La Vie Design and Create (Pty) Ltd if any terms and conditions listed above is unclear. C'est La Vie Design and Create (Pty) Ltd will not be held responsible for any terms and conditions not adhered to and C'est La Vie Design and Create (Pty) Ltd is in no way forced to compensate any client who has not read the T's and C's or who goes against the T's and C's. All above terms are final and none of the terms will be up for discussion and the client has the free will to not proceed with an order if there is any disagreement regarding our terms.

BUSINESS CIPC (REGISTRATION) NO: 2016/421907/07 || VAT NO: 4460292560