

TERMS AND CONDITIONS

IMPORTANT: WE DO RECOMMEND YOU READING THIS DOCUMENT BEFORE PROCEEDING WITH ANY ORDER/PAYMENT

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 understatement to ensure we work together in a professional manner and to eliminate all possible uncertainty or misunderstandings.

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.

THE ORDER/PAYMENT PROCESS:

We will always try and make the order process run as smoothly as we possibly can. Please do note all our items are based on the availability of stock as we do not keep stock on hand and all orders are manufactured and produced once a order is placed and paid. In the event where an item is out of stock, we will get into contact with the client, offering an alternative product, option or service. In the event where you as the client is not happy with our options, we will then fully refund you for the product not in stock. Please also note that our catalogue pricing can increase at any given time without prior notice. We can also discontinue a item listed in our catalogue or on our website at any given time without prior notice. All our quotes are valid for a 14 day period. We do recommend just confirming the price/total of the invoice before making payment if you exceed the 14 day period. This will ensure that the products ordered are still in stock and that the pricing did not change.

Please be sure to check your invoice/quote thoroughly to ensure that we quoted for the correct item and QTY thereof. Please also check that we are sending your order to the correct address if you chose delivery. In the event where a invoice/quote is approved and payment has been made and the client receives the incorrect products and or QTY; C'est La Vie Design and Create (Pty) Ltd will not be held responsible to send new products at our own cost or to make a urgent deadline. Please make sure everything is as you want it to be on the invoice/quote, we cannot ensure that a replacement can be sent by a certain deadline.

A order is only confirmed once a 50% deposit has been paid. We cannot place your order into any design or production line-up without successfully receiving a 50% payment of the total invoice. In the event where you as the client decide to cancel your order and we haven't started any designs or purchased any stock, there will be a R50.00 admin fee deduction from the invoiced/paid amount. In the event where we have started designs or purchased stock; you as the client will then forfeit the deposit payment (50% of the total invoice) The preferred payment method is via EFT/Bank transfer. Please refrain from making any direct cash deposits as we will then have to invoice for the bank fees on top of the direct cash deposit, and it also makes it difficult to track payments as some banks do not allow for a name reference. In the event where you make an immediate payment from your banking app, please make 100% sure that we receive the proof of payment. We have noticed that especially with Capitec and the immediate payments that they use a numerical reference instead of the one you chose and then we have no idea who the payment comes from.

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Payments made into our account - 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 an 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.

Please do note that C'est La Vie Design and Create (Pty) Ltd requires 100% payment before an order will dispatch from our premises. If you collect your order, you are welcome to pay the remainder of the invoice in CASH only, but if we courier or if you send someone to collect, then the payment should be settled a day before we dispatch or you send for collection. This will not be negotiated and no order will leave our premises without being paid in full. This applies to re-sellers and wholesalers as well.

PRODUCTION/DESIGN PROCESS:

Great! You have placed and paid for your order, now what? If you ordered a custom designed product; which means we have to custom design your order specifically to fit your gifting or theme needs, you will receive your layouts within 3-5 working days and in busier seasons 5-7 working days for approval. After the layout has been approved your order will be placed into the production line-up which can take another 5-7 working days. Please allow for 5-15 working days for your order to be completed. Remember; perfection takes time. We will always try and complete an order as quickly as possible, but things do happen and then we require a day or two, for example in sunny South Africa, Load-shedding. A lot of our products are made on order and sometimes we do source products from other suppliers and factories and therefore we need to take their lead times into account as well. The 15 working day lead time allows for some breathing room in case of emergency as we are a small company and life happens. We will always try and complete the orders before the advised lead time.

Upon the receipt of your layouts which is sent via email only, you as the client is responsible to ensure that all elements in the design is as you seek it to be. You know what you want and have a picture in your head, so please make sure everything is 100% to your needs.

This means you as the client should be aware of the following:

Spelling - If you as the client approve a document with a spelling error, C'est La Vie Design and Create (Pty) Ltd will not be held accountable to redo the order on our costs, standard fees will apply. Typos do pop in and that is why we send the client a draft to approve. Please also ensure to check name spelling and grammar or punctuation marks. In the event where you receive a product with an error which was approved, please note we will happily fix the mistake but standard fees will apply. In the event where you as the client did request a change but we failed to correctly fix the mistake, we are responsible for all costs to replace a product.

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Sending your own artwork/Images - This will mainly apply to the clients who sends their own designs or the orders that consists of photographic elements. If you as the client send us low quality images, pixelated images or blurred images, we will not be held responsible for the low quality artwork you will receive. 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 discolouring 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.

Direct to garment printing (DTG) - In the event where you wish to send us artwork we need DTG print, please ensure you send us transparent PNG's and the design exactly as you wish to have it. Please ensure to save your artwork on 300dpi/ppi and always have the transparent layered selected. All elements on your artboard will print exactly as is and we aren't able to make any changes on your behalf. C'est La Vie Design and Create (Pty) Ltd will not be held accountable for any low resolution prints submitted by the client themselves, nor will C'est La Vie Design and Create (Pty) Ltd be held accountable for any coloring issues submitted by the client as the printer reads the colors exactly as given to it and prints the document as sent. We do not charge any setup fees with the DTG printer but in the case where we need to re-design the clients artwork to be DTG ready there will be an additional fee of R150.00 to ensure your design is print ready. Please also note that we do not pre-treat our white garments, therefore the colors on the white might look "dull" if you compare it to the colors on the coloured garments, We do need to pre-treat the coloured garments in order for the print and colors to take and therefore you might feel the part where we placed the pre-treat feels a bit harder and in some cases it might show on the shirt and be a tad bit sticky, you can just wash your garment and then this will disappear. We do not wash the garments before they are dispatched.

Furthermore regarding any DTG print jobs: DTG printing is dependent on 'computer controlled output'. Artwork files are checked by our print managers for quality purposes, but ultimately a computer machine reads these colours and translates these colours into ink that gets jetted directly into the fabric. (Screen printing can match exact Pantone colours and is controlled by the human eye, as such is 'human controlled' not computer controlled). DTG output is, therefore, subject to variance. This means when printing the same design several times it may not appear as sharp on one garment as another. Additionally, it may appear different on one garment to another garment due to colours and materials reacting different to the inks. Sometimes, small speckles of white underlay can be seen on dark garments, this is most often due to sub-quality artwork which we do our best to avoid. You accept the above information and accept a 25% variance and white underlay condition, and that any issues of this nature fall outside of our reprint and refund policy

Sublimation printing: Sublimation printing is a method used where permanent full color printing is applied to various products that are specially treated and prepped for any job. We cannot print on any substrate as it either has to be polyester based or specially coated for sublimation printing. Our sublimation printer does not print white and the "white" resembled in designs will then be the product base as all sublimation products are mainly white.

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Sublimation printing continued - Please note that in some cases the colours might not print as pure as you see on the screen when receiving your layout. This is because the colours presented on screen is pure 100% whereas we cannot guarantee that the computer to printer reads the colours 100% the same way. This does not usually vary much but there will be a slight difference between the screen colours and the printer colours, most of the times this is hardly noticeable. This will also come in to play when you print the same design on different products due to the product texture or surface. In example; if you print the same design on a mug, coaster, diary and mouse pad. These are 4 different products with different printing processes, times and heat. They will all print greatly but the colour might differ slightly depending on the design due to the fact that they have all different surfaces.

Engraving - Engraving is a tricky one, reason being it is a substrate that gets engraved by a machine and it is like "burning" a design into the product. However C'est La Vie Design and Create (Pty) Ltd has no control over the final result after engraving. What do we mean with this? Leather for example, some leathers engrave beautiful, however every single leather item does differ and might not engrave the exact same if produced in various QTY. A blue wallet might engrave different than a brown wallet and brown wallet 1 might not engrave the same as brown wallet 2. The same applies to wood substrates as the manufacturing companies, manufactures these products in bulk and via machines and therefore they aren't all 100% the same and if you mass produce, there is a chance of the engraving differing on the different products. It also sometimes happen that the volt waves sent from the power source to the laser cutter dips and then the laser might not engrave as "deeply" on one product to the next.

Bleached garments - There is absolutely no way to show the client exactly how a bleached garment will look like because it is hand bleached and each shirt will look different even if we follow the same pattern. C'est La Vie Design and Create (Pty) Ltd can show the design printed on the chosen color and with the chosen elements - however how the final product will look like is not possible to show. Each shirt and its fibers will also take different to bleach. Might have a white base or a rust base depending on the make and fibre count of the shirt. Please note if a bulk order is placed for a bleached design, we will not be able to replicate all designs 100% to look the same, however we will follow the needed steps to make sure they look as similar as possible. Bleached shirts will always be printed via direct to garment printing or via sublimation printing to ensure that the bleach does not damage the print. All bleached shirts will be washed before shipping to the client.

Chocolate favors - We offer a range of favors for events, and a lot of clients prefer to have the favors shipped via courier. Please do note that the parcel will be shipped in the afternoon so that it does not stay at the depot the entire day and melt. However there is still a chance that the favors arrive and is a bit "softer" than what you would like it to be. Please place the entire parcel in a cold area or even in the fridge and let it just cool down before touching it and risking the favors to perhaps be mis-shaped. C'est La Vie Design & Create (Pty) Ltd will not refund or replace any chocolate favors as the weather is out of our control. The chocolate favors are hand wrapped in the chosen foil color and the print is printed on a semi-gloss paper and then joined together with double sided tape. It is not done via a machine.

C'est La Vie Design and Create (Pty) Ltd will always try and deliver the most consistent service where we possibly can.

GARMENT 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 have included the sizing chart in the catalogue and on the website for each different style we offer. 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.

SUPPLYING YOUR OWN GARMENTS FOR PRINTING:

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 fibres in the shirts aren't correctly balanced and then the print does not take properly. For example, our DTG printer only prints properly on solid fibres, meaning if you supply a 80% polyester t-shirt for us to print on then the chances are the print will not be clear and crisp and sublimation printing can only occur onto 100% polyester and does not sublimate on anything without at least a 70% polyester blend. 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 AND 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.

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In the event where a client attempts to make changes to our products without consulting us beforehand and then demands a new product or a refund, the client will forfeit the refund/free replacement of the product, we 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, 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 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.

COURIER CONDITIONS AND INSURANCE:

C'est La Vie Design and Create (Pty) Ltd makes use of various reliable courier companies and the client will receive the needed tracking info upon collection of the parcel from our premises. Please do note that we will try and assist the client to the best of our ability, the client is responsible to track and trace their own parcels. 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. Please note that C'est La Vie Design and Create (Pty) Ltd will provide the client with all the needed information to successfully track and trace their parcel as well as the needed contact information so that the client has all the needed tools to make sure they find out what is going on with their delivery. C'est La Vie Design and Create (Pty) Ltd cannot take any Responsibilities for the service that the courier company delivers, nor can C'est La Vie Design and Create (Pty) Ltd be held accountable if any parcel is not delivered as per agreed date with the courier company or when a parcel is accidentally misrouted. The Courier company is a 3rd party company and they should be held accountable for all services delivered and not delivered after the parcel has left the premises of C'est La Vie Design and Create (Pty) Ltd

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.

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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 minimise the chances of it breaking or being damaged during delivery.

ACCEPTANCE OF TERMS AND CONDITIONS:

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.

Kindest Regards,
Irene Kruger
Owner, CEO and founder
C'est La Vie Design and Create (Pty) Ltd