

CG DESIGN SOLUTIONS (PTY) LTD T/A CG PRODUCTION HOUSE

Legal entity	CG Design Solutions (Pty) Ltd
Registration number	2022/481335/07
Trading name	CG Production House
Email	info@cgproductionhouse.com
Website	cgproductionhouse.com
Contract status	These are CG current standard Terms. They may apply through a quotation, invoice, ongoing service notice, service instruction or other written electronic communication where the Client is given reasonable access to them and accepts or continues the relationship as described in Part H.

IMPORTANT CLIENT-SPECIFIC OWNERSHIP AND TRANSFER RULE

- The contract and CG content licence are personal to the exact Client legal entity receiving the services and to the ownership and control of that Client existing on the Terms Acceptance Date.
- A sale of the business, sale of the brand, merger, transfer of control, material change in beneficial ownership, or transfer to a successor does not transfer this contract or any CG content licence to the new owner.
- A new owner must enter into a new written agreement with CG before using, republishing, adapting, rebranding, editing, boosting, sublicensing or otherwise exploiting CG content.
- Unauthorised alteration, editing, cropping, adaptation, reproduction, transfer or third-party repurposing of CG work is prohibited unless CG gives prior written permission.

These Terms are CG current standard client Terms from 15 August 2026. CG may update them prospectively as the business, law, technology, platforms and industry practices evolve. The current Terms will be kept available at cgproductionhouse.com/terms. For ongoing and repeat Client relationships, updated Terms apply only after the Client has been given reasonable notice and access and accepts them by the conduct described in these Terms, subject to applicable law. They do not retrospectively change rights or obligations that were fully accrued before the update took effect.

The aim of these Terms is to set clear commercial rules for creative services while preserving all non-excludable rights that apply under South African law. If legislation applies to a transaction and cannot lawfully be excluded or limited, that legislation prevails to the necessary extent.

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KEY LEGAL FRAMEWORK

These Terms are drafted with reference to South African law, including the Copyright Act 98 of 1978, the Protection of Personal Information Act 4 of 2013 (POPIA), the Electronic Communications and Transactions Act 25 of 2002 (ECTA), the National Credit Act 34 of 2005 (NCA) where applicable to overdue accounts or incidental credit, and the Consumer Protection Act 68 of 2008 (CPA) where the CPA applies.

For copyright, the parties specifically record their agreement to exclude any statutory default ownership rule for commissioned photographs, cinematograph films and sound recordings to the extent permitted by section 21(1)(e) of the Copyright Act. CG ownership and Client licence rights are governed by these written Terms.

For electronic contracting, ECTA recognises data messages, electronic agreements and terms incorporated by reference where the reference is reasonably noticeable and the terms are accessible so they can be read, stored and retrieved. A Client's acceptance or intention may also be evidenced electronically or by other conduct from which agreement can reasonably be inferred, subject to applicable law.

For continuing relationships, CG uses a prospective rolling-Terms model. Updated Terms are not intended to rewrite completed transactions retrospectively. They are intended to govern future or continuing services after reasonable notice, access and acceptance by the Client, including acceptance by conduct where legally effective.

For overdue accounts, charging interest or permitted default costs may bring an account within the incidental-credit provisions of the NCA where that Act applies. CG late-payment rights remain subject to applicable disclosure, maximum-rate, notice and enforcement requirements.

For consumer transactions, nothing in these Terms is intended to exclude a right that cannot lawfully be excluded. Where the CPA applies, limitation, cancellation and risk provisions must be read subject to the CPA, including its fairness, plain-language and notice requirements.

PART A - MASTER TERMS APPLYING TO EVERY CG SERVICE

1. PARTIES, QUOTATION AND ACCEPTANCE

- 1.1 "CG" means CG Design Solutions (Pty) Ltd, registration number 2022/481335/07, trading as CG Production House.
- 1.2 "Client" means only the natural person or legal entity identified as the client in the applicable quotation, invoice, proposal, service order, recurring service arrangement or other written instruction. A trading name, brand, venue or social-media page is not the contracting Client unless it is itself the legal contracting person.
- 1.3 Each quotation, invoice, recurring service period, service order, written instruction and these Terms may form part of the commercial relationship between CG and the Client. These Terms govern a service transaction where CG has reasonably drawn them to the Client attention, provided access to them, and the Client accepts or continues the transaction or relationship in a manner described in Part H.
- 1.4 If there is a conflict, an expressly agreed special written term for a particular service or transaction prevails over the relevant service division terms, and the relevant service division terms prevail over the Master Terms only to the extent of that specific conflict.
- 1.5 No verbal promise, WhatsApp message, draft, mood board, estimate or informal discussion changes the agreement unless CG confirms the change in writing.
- 1.6 CG maintains its current standard Terms at cgproductionhouse.com/terms. A reference or link to the Terms on a quotation, invoice, email, service notice, client portal or other written electronic communication is intended to make the Terms available for incorporation into the relationship. The Client must be given reasonable access to the Terms so that they can be read, stored and retrieved.

2. CLIENT OWNERSHIP, CONTROL, TRANSFER AND SUCCESSOR BUSINESSES

- 2.1 The Client confirms its legal identity and the ownership and control of the business as at the date the Client first becomes bound by these current Terms through a quotation, invoice, written acceptance, service instruction, payment or continued service after reasonable notice and access. This date is the "Terms Acceptance Date".
- 2.2 The agreement and every licence granted by CG are personal to that Client and are not transferable, assignable, cedeable, delegable or sublicensable without CG prior written consent.
- 2.3 A "Change of Control" includes a sale of the business or substantially all of its assets, a sale or transfer of the trading brand with the business, a merger, amalgamation, franchise transfer, business rescue disposal, transfer to a successor entity, or any transaction that results in a different person obtaining direct or indirect control of the Client.
- 2.4 The Client must notify CG in writing before a proposed Change of Control where reasonably possible, or immediately after becoming aware of it.
- 2.5 Unless CG expressly agrees otherwise in writing, a Change of Control automatically ends the new owner or successor's right to use CG content from the effective date of the change. The successor must enter into a new contract or licence with CG before it may keep using, repost, boost, reproduce, edit, adapt, rebrand, repurpose, distribute or provide CG content to another service provider.
- 2.6 CG is not obliged to contract with a successor. Any continued use after a Change of Control without written permission may constitute both breach of contract and, where applicable, copyright infringement.

3. SCOPE, QUOTATIONS AND ADDITIONAL WORK

- 3.1 CG will provide only the deliverables expressly included in the applicable quotation, invoice, service schedule, brief or other written instruction accepted or acted upon by the parties. Anything not included in the agreed scope is excluded.

3.2 Changes to scope, extra shoot time, extra locations, additional sizes or formats, additional revisions, urgent work, reshoots, extra pages, extra campaigns, additional concepts, or work caused by changed instructions may be quoted or billed separately.

3.3 CG may pause work until a scope change, price and revised timeline are approved in writing.

3.4 A quotation is valid for the validity period stated on it. Prices may be revised after expiry.

4. FEES, VAT, PAYMENT, OVERDUE ACCOUNTS AND SUSPENSION

4.1 All fees are exclusive of VAT unless the quotation expressly states that VAT is included. VAT will be charged where legally applicable.

4.2 Booking payments, deposits, retainers, payment stages and invoice due dates are those stated in the applicable quotation, invoice, service arrangement or written confirmation.

4.3 CG may withhold final high-resolution deliverables, publication, transfer, launch, credentials, handover material or licence rights until all amounts due for the relevant work have been paid in cleared funds.

4.4 An amount is overdue if it remains unpaid after the due date stated on the invoice or other written payment request. The Client must contact CG promptly if an amount is disputed or if payment difficulty arises so that the parties can attempt to resolve the matter before it escalates.

4.5 Before first applying late payment interest or taking material suspension action for an overdue account, CG will ordinarily send a written overdue notice or statement and allow the Client a reasonable opportunity, normally at least seven calendar days, to settle the overdue amount or contact CG to agree a written resolution. This commercial courtesy period does not replace any longer statutory notice or enforcement period that may apply by law.

4.6 If an undisputed overdue amount remains unpaid after the warning period in clause 4.5 and no written payment arrangement applies, CG may charge late payment interest at 2% per month on the outstanding overdue balance, calculated pro rata for partial months, or at the maximum rate lawfully permitted for the transaction if that rate is lower. Interest will not be compounded unless expressly agreed in writing and lawfully permitted.

4.7 The late payment interest in clause 4.6 is intended to compensate CG for the cost and risk of overdue payment and is not intended as a punitive penalty. Where the National Credit Act 34 of 2005 applies to an incidental credit agreement, all interest, charges, notices, limits and enforcement steps remain subject to that Act and the applicable regulations.

4.8 Any payment plan, temporary concession, interest waiver or alternative settlement must be recorded in writing. A written payment arrangement may replace or suspend the standard late payment treatment only to the extent expressly stated in that arrangement.

4.9 CG may suspend work, scheduling, posting, hosting management, campaign management, advertising management, file release, account handover or other services while an account is overdue. CG is not obliged to continue supplying services on credit. Project and campaign timelines move accordingly.

4.10 CG choosing to continue services temporarily, accepting a partial payment, allowing extra time, negotiating a payment plan, or not immediately enforcing a right does not waive the outstanding debt, the agreed notice period, late payment interest, or CG right to suspend or recover amounts lawfully due.

4.11 After material or repeated late payment, CG may require future services, bookings, advertising spend, production dates or recurring work to be paid partly or fully in advance as a condition of continuing the relationship.

4.12 The Client is responsible for reasonable collection, legal and recovery costs actually and lawfully recoverable in relation to undisputed overdue amounts, subject to applicable law and any statutory limits.

4.13 Where a quotation, invoice or other written service communication clearly refers or links to these Terms and gives the Client reasonable access to them before the relevant payment or continued service, payment of a booking amount, deposit, retainer or invoice, or continued instruction of CG, may constitute conduct accepting the applicable service transaction and the current Terms prospectively, subject to applicable law. CG does not rely on a statement that the Client actually read every clause, but on the Client having been given a reasonable opportunity to review the Terms.

5. BOOKINGS, CANCELLATION, POSTPONEMENT AND RESCHEDULING

5.1 A booking is secured only when the required booking payment has been received and any required confirmation has been completed.

5.2 A booking payment compensates CG for reserving capacity and for preparatory work. If the Client cancels, CG may retain or charge a reasonable cancellation amount reflecting work performed, capacity reserved, non-refundable third-party costs and losses reasonably arising from the cancellation. Where the CPA applies, any cancellation charge is limited to what the law permits.

5.3 Rescheduling is subject to availability. New travel, venue, crew or supplier costs may apply. Repeated postponements may be treated as a cancellation or new booking.

5.4 If a shoot or appointment cannot proceed because the Client, venue, subject, product, access, permissions, electricity, internet, weather preparation or other Client-controlled requirement is not ready, additional time and rescheduling costs may be charged.

6. CLIENT RESPONSIBILITIES AND WARRANTIES

- Provide accurate briefs, names, dates, pricing, claims, logos, brand assets, product information and approvals on time.
- Obtain permissions for locations, venues, staff, models, performers, music supplied by the Client, trademarks, third-party content and any person whose consent is legally required.
- Ensure that statements, offers, competitions, promotions, medical, financial, legal, product or advertising claims supplied by the Client are lawful and accurate.
- Keep independent copies of important Client-owned source material supplied to CG.
- Provide timely access to accounts, websites, domains, platforms and systems reasonably required for the work.
- Tell CG before production if any material is confidential, embargoed, subject to an NDA, or must not be used in CG portfolio or promotional material.

7. APPROVALS, REVISIONS AND CLIENT DELAY

7.1 The Client must review drafts and provide consolidated feedback through the agreed contact person. Conflicting feedback from multiple Client representatives may pause the project until the Client provides one final instruction.

7.2 Revision rounds cover reasonable changes within the approved concept and original scope. A new concept, changed brief, new footage, changed strategy or reversal of a previously approved direction is additional work.

7.3 Approval of a draft, proof, script, layout, cut, campaign or website section authorises CG to proceed. Changes after approval may affect cost and timing.

7.4 If the Client does not provide required feedback, material or approvals, deadlines automatically move by at least the period of delay and may move further depending on CG availability.

7.5 If a project is inactive because of Client delay for 30 consecutive days, CG may close or archive it. Restarting may require a new timeline and reasonable restart fee.

MASTER TERMS - INTELLECTUAL PROPERTY, DATA AND LEGAL PROTECTION

8. COPYRIGHT, INTELLECTUAL PROPERTY AND OWNERSHIP FRAMEWORK

8.1 Except where Part E expressly provides for a written final-logo assignment, all copyright and intellectual property in work created by CG remains owned by CG, including photographs, cinematograph films, video, audio, graphics, artwork, layouts, copy, animations, designs, concepts, scripts, strategies, templates and social-media content.

8.2 The parties expressly agree that the statutory default ownership rule that may otherwise apply to commissioned photographs, cinematograph films or sound recordings under section 21(1)(c) of the Copyright Act 98 of 1978 is excluded and varied by this written agreement as permitted by section 21(1)(e).

8.3 Full payment does not transfer copyright unless CG expressly signs a written assignment. Instead, full payment activates only the licence stated in clause 9 and the relevant service division.

8.4 Raw footage, RAW photographs, unedited files, source files, project files, timelines, edit files, layered design files, working files, source code not expressly assigned, templates, prompts, workflows, presets and unused concepts remain CG property and are not deliverables unless specifically quoted.

8.5 Third-party assets such as licensed music, stock media, fonts, plugins, templates, software components and platform assets remain subject to the rights of their respective owners and are never transferred beyond the licence lawfully available for the delivered work.

9. CLIENT LICENCE AND PROHIBITED USE

9.1 After full payment, CG grants the Client a limited, non-exclusive, non-transferable and non-sublicensable licence to use the final approved deliverables for the intended purpose, brand and channels described in the applicable quotation, invoice, brief, service arrangement or written instruction and only while the Client remains the same contracting Client under clause 2.

9.2 The Client may repost and publish the final deliverable without alteration within the permitted purpose. Normal automatic platform compression, transcoding or display resizing is permitted.

9.3 Without prior written permission from CG, the Client must not, and must not allow any third party to, edit, crop, cut, recolour, re-grade, re-caption, overlay, remix, adapt, animate, manipulate, rebrand, extract clips or frames for a new work, create derivatives, remove CG branding or metadata, feed the work into an AI system for derivative creation, or otherwise modify the creative work.

9.4 The Client may not provide CG content to another photographer, videographer, editor, designer, agency, production company, marketing company, freelancer or AI service for editing, repurposing or derivative production without CG prior written consent.

9.5 The Client may not sell, rent, licence, assign, sublicense, transfer or make the work available for the benefit of another business, successor, owner, franchisee or unrelated third party.

9.6 If the Client requires re-edits, new formats, rebranding, new captions, adaptations or repurposed content, CG may perform that work under a new quotation.

10. COPYRIGHT INFRINGEMENT, MORAL RIGHTS AND ENFORCEMENT

10.1 The Copyright Act grants copyright owners exclusive rights in protected works, including rights relating to reproduction and adaptation of cinematograph films. Unauthorised acts reserved to a copyright owner may constitute infringement under section 23, subject to the Act and any applicable exception.

10.2 Section 20 of the Copyright Act preserves specified moral rights, including the right of an author to object to certain distortions, mutilations or modifications that are prejudicial to the author's honour or reputation.

10.3 A prohibited use under clause 9 is a material contractual breach whether or not CG also elects to pursue a statutory copyright claim.

10.4 For unauthorised use, CG may require immediate cessation, removal, takedown, deletion from third-party editing systems, delivery of information identifying where the work was supplied, and written confirmation of compliance. CG may also pursue any lawful interdictory, damages, account, delivery-up or other relief available in the circumstances.

10.5 CG failure to enforce one infringement or breach does not create a precedent, permission, waiver or licence for that or any later use.

11. PORTFOLIO USE, CREDIT AND CONFIDENTIALITY

11.1 Unless the Client and CG agree in writing before production that a project is confidential or embargoed, CG may display final publicly released work in its portfolio, website, social channels, awards entries, showreels and reasonable self-promotional material, subject to applicable law and POPIA.

11.2 CG will not intentionally publish the Client's confidential strategy, passwords, unpublished financial information or personal data merely because CG has access to it.

11.3 Where a portfolio restriction is commercially required, it must be recorded in the quotation or a separate NDA before production. Additional restrictions may affect pricing where they materially reduce CG promotional use of the work.

12. POPIA, PRIVACY AND DATA PROCESSING

12.1 Each party must comply with POPIA to the extent it is a responsible party or operator for personal information processed under the services.

12.2 Where CG processes personal information only on the Client's instructions, including lead data, account data, customer messages or campaign information, the Client is the responsible party and CG acts as an operator. This clause is intended to form the written operator arrangement contemplated by section 21 of POPIA.

12.3 As operator, CG will process such information only with the Client's knowledge or authorisation, treat it as confidential, maintain appropriate and reasonable technical and organisational safeguards as contemplated by section 19, and notify the Client promptly if CG has reasonable grounds to believe that relevant personal information has been accessed or acquired by an unauthorised person.

12.4 The Client remains responsible for determining a lawful basis and purpose for collection, providing required privacy notices, responding to data-subject requests, and ensuring that personal information supplied to CG was lawfully obtained.

12.5 For shoots, events and marketing content, the Client is responsible for obtaining any legally required consent or other lawful basis for identifiable staff, customers, performers, attendees or minors appearing in the material, unless CG was expressly contracted to manage releases.

12.6 CG may use reputable cloud, editing, storage, hosting, analytics, advertising and collaboration providers. Some may process information outside South Africa. The parties authorise lawful cross-border processing subject to section 72 of POPIA and applicable safeguards.

12.7 Each party must reasonably cooperate with the other if a security compromise, access request, correction request or regulatory enquiry concerns personal information processed for the project.

13. AI-ASSISTED TOOLS

13.1 CG may use AI-assisted tools for ideation, transcription, captioning, editing assistance, image cleanup, coding assistance, content optimisation and similar production tasks where reasonably appropriate.

13.2 CG will not intentionally upload special personal information, passwords or highly confidential Client information into a public AI system unless there is a lawful basis and an appropriate reason to do so.

13.3 AI outputs may be non-unique or subject to third-party platform terms. CG remains responsible for applying reasonable human creative review to final deliverables within the contracted scope, but does not warrant that an AI-assisted element can be exclusively owned or registered as intellectual property.

14. SUBCONTRACTORS AND NON-EXCLUSIVITY

14.1 CG may use employees, freelancers, specialist contractors, hosting providers, software providers and other suppliers to perform parts of the service while remaining responsible for the contracted CG deliverable, subject to these Terms.

14.2 Unless exclusivity is expressly purchased and recorded in writing, CG may provide services to other businesses, including businesses in a similar industry or geographic market, provided CG does not disclose the Client's confidential information.

14.3 The Client may not intentionally bypass CG to directly engage a CG-introduced subcontractor for substantially the same live project in order to avoid the agreed CG fees. This does not restrict a pre-existing relationship disclosed to CG or ordinary public recruitment unrelated to the project.

MASTER TERMS - RISK, DISPUTES AND ENFORCEABILITY

IMPORTANT LIMITATION AND RISK NOTICE

- Creative, marketing, advertising, social-media, website and campaign services involve external platforms, algorithms, audiences, market conditions, Client response times and third-party systems that CG does not control.
- CG does not guarantee sales, leads, reach, rankings, virality, engagement, revenue, bookings, platform approval, uninterrupted hosting or a particular commercial result unless a specific written guarantee is expressly included in the quotation.
- To the maximum extent lawfully permitted, CG liability is limited as set out below. Nothing excludes liability that cannot lawfully be excluded, including any limitation prohibited by applicable consumer law.

15. QUALITY STANDARD, WARRANTY AND NO GUARANTEED RESULTS

15.1 CG will perform services with reasonable care and skill appropriate to the agreed scope.

15.2 Creative judgment is subjective. A Client preference that changes after approval does not by itself mean the service was defective.

15.3 No marketing, content, website, SEO, social-media or advertising result is guaranteed. Historical performance, estimates, forecasts, examples and strategy recommendations are not promises of future performance.

16. LIMITATION OF LIABILITY

16.1 To the maximum extent permitted by law, CG is not liable for indirect, special, consequential or purely economic loss such as lost profits, lost opportunity, loss of goodwill, loss of anticipated savings, platform penalties, third-party claims caused by Client-supplied material, or loss arising from a platform or supplier outside CG reasonable control.

16.2 To the maximum extent permitted by law, CG aggregate liability arising from a specific project is limited to the fees actually paid to CG for the specific service giving rise to the claim during the three months immediately preceding the event, or the total project fee for a once-off project, whichever is applicable.

16.3 The limitation does not apply to liability that South African law does not permit the parties to exclude or limit. Where the CPA applies, this clause is subject to sections 48 and 49 and any other non-excludable consumer right.

16.4 The Client must notify CG of a claim as soon as reasonably possible after becoming aware of the facts giving rise to it so that CG has a reasonable opportunity to investigate and, where appropriate, mitigate the loss.

17. CLIENT INDEMNITY

17.1 To the maximum extent permitted by law, the Client indemnifies CG against third-party claims arising from material, instructions or representations supplied or specifically required by the Client that infringe another person's copyright,

trade mark, privacy, publicity or other rights, or that are unlawful, misleading or defamatory, except to the extent caused by CG independent wrongful conduct.

17.2 The Client indemnity does not require the Client to indemnify CG for CG gross negligence, fraud, wilful misconduct or any liability that cannot lawfully be shifted.

18. FORCE MAJEURE AND THIRD-PARTY SYSTEMS

18.1 Neither party is in breach for delay caused by an event beyond its reasonable control, including serious equipment failure despite reasonable precautions, power or network outages, natural disaster, severe weather, illness, accident, strike, civil disturbance, supplier failure, platform outage, government action or venue closure.

18.2 CG will use reasonable efforts to mitigate and reschedule. Fees already earned and unavoidable third-party costs remain payable.

18.3 CG is not responsible for Meta, Google, TikTok, X, LinkedIn, Apple, Microsoft, hosting providers, domain registrars, app stores or other third parties changing rules, removing content, suspending accounts, rejecting ads, changing algorithms, suffering outages or ending products.

19. BREACH, SUSPENSION AND TERMINATION

19.1 A party in material breach must remedy the breach within five business days after written notice where the breach is capable of remedy, unless the notice provides a longer period or applicable law requires a different process or period.

19.2 CG may require immediate cessation without a cure period for unauthorised copyright use, unauthorised third-party editing, confidentiality breach, unlawful content, credential misuse, serious security risk or conduct that exposes CG to legal or reputational harm.

19.3 CG may suspend or terminate services for material non-payment, repeated failure to cooperate, abuse of staff, unlawful instructions or unresolved material breach. Where non-payment is capable of practical resolution, CG will ordinarily give written notice and an opportunity to settle or agree a written payment plan before terminating an ongoing relationship, without limiting CG suspension rights or any statutory debt enforcement process.

19.4 Termination does not affect accrued payment obligations, confidentiality, intellectual property, privacy, indemnity, liability, dispute or other clauses intended to survive termination.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1 The agreement is governed by the laws of the Republic of South Africa.

20.2 Before issuing ordinary court proceedings, the parties will first try in good faith to resolve the dispute by written senior-level discussion and, if appropriate, mediation. This does not prevent either party from seeking urgent interdictory or protective relief, including for intellectual property, confidentiality or data-security breaches.

20.3 Subject to any mandatory consumer forum or court entitlement, the parties consent to the jurisdiction of a competent South African court and acknowledge Bloemfontein, Free State as CG principal place of business for performance and dispute administration.

21. ELECTRONIC ACCEPTANCE, NOTICES AND RECORDS

21.1 Notices may be sent to an email address, Xero contact address or other electronic contact channel used in the Client relationship or subsequently designated in writing. A party must notify the other of an address change.

21.2 The parties agree that electronic records and data messages may be used to conclude and administer the agreement in accordance with ECTA. A contract is not invalid merely because it is concluded electronically.

21.3 Where CG sends an online Xero quotation that refers or links to these Terms and makes them reasonably accessible before acceptance, clicking or selecting the Xero acceptance function by an authorised Client representative constitutes acceptance of that quotation and the Terms then in effect.

21.4 Written email acceptance, an approved e-signature platform, Client portal acceptance, or another reliable electronic method from which the Client identity and intention can reasonably be inferred may also constitute acceptance or written approval where appropriate.

21.5 Where CG has drawn the current Terms to the Client attention and provided reasonable access to them, instructing CG to commence or continue work, accepting delivery or performance for a new service period, making payment of a quotation or invoice, or otherwise continuing the service relationship may constitute acceptance by conduct of the current Terms for services supplied from their effective date, subject to applicable law.

21.6 CG may retain quotations, invoices, the Terms page and archived Terms copies, Xero acceptance records, email notices, delivery records, payment records and other related data messages as evidence of the commercial relationship, the Terms made available, the identity of the Client and the date and manner of acceptance.

22. GENERAL LEGAL PROVISIONS

- 22.1** These Terms, together with the applicable quotation, invoice, service order, brief, written instruction and any expressly agreed special terms, form the agreement for the relevant service transaction and replace prior discussions about that transaction to the extent they are inconsistent.
- 22.2** A failure or delay in enforcing a right is not a waiver. A waiver is effective only if given in writing.
- 22.3** If a clause is unlawful or unenforceable, it is severed or read down only to the minimum extent necessary, and the remainder continues.
- 22.4** Headings are for convenience and do not limit meaning.
- 22.5** CG may amend or update these standard Terms prospectively where reasonably required to reflect changes in law, regulation, services, technology, platforms, industry standards, operational requirements, risk management or CG business practices. The current Terms will be made reasonably accessible at cgproductionhouse.com/terms or another Terms URL notified by CG.
- 22.6** Updated Terms do not retrospectively alter rights or obligations that were fully accrued, services already fully completed, or disputes that arose before the updated Terms effective date. For new, repeat and ongoing services, updated Terms may govern prospectively after CG has given the Client reasonable notice and access and the Client thereafter accepts a quotation, instructs or allows CG to continue work, pays an invoice for the current or next service period, accepts further performance, or otherwise continues the service relationship, subject to applicable law.
- 22.7** Where an update materially affects ownership or intellectual-property rights, payment or cancellation obligations, liability or indemnity, privacy and data processing, Change of Control, or dispute rights, CG will take reasonable steps to draw the existence of the updated Terms to the Client attention through a quotation, invoice, email, service notice or other written electronic communication before relying on the update for future services.
- 22.8** If the Client does not agree to updated Terms, the Client must notify CG in writing before instructing further work or continuing into the next service period. CG may then suspend or end future services or agree alternative terms in writing. Payment of an invoice solely for services fully completed before an update does not by itself retrospectively vary rights already accrued for those completed services.

PART B - ONE-OFF PRODUCTION, PHOTOGRAPHY, VIDEOGRAPHY, STUDIO AND EVENT COVERAGE

B1. APPLICATION AND DELIVERABLES

- B1.1** This Part applies to once-off video production, photography, corporate shoots, events, studio work, product content, interviews, campaigns and similar creative production.
- B1.2** The deliverables, duration, locations, crew, formats and quantity are only those stated in the quotation.
- B1.3** Unless otherwise quoted, final video is delivered in an appropriate high-resolution export and final photographs are delivered as edited high-resolution files. Platform-specific versions are included only where stated.

B2. BOOKING AND TURNAROUND

- B2.1** The booking payment required to reserve a production date and the balance payment stage are stated in the applicable quotation or written booking confirmation. CG may withhold final unwatermarked or high-resolution deliverables until the amount due for the relevant work has been paid.
- B2.2** The anticipated turnaround period is stated in the quotation, project confirmation or production schedule where relevant and may vary according to scope, complexity, Client feedback, third-party dependencies and CG production capacity. Delivery dates are estimates unless CG expressly guarantees a specific date in writing.
- B2.3** Rush work is subject to availability and an additional rush fee quoted before work begins.

B3. SHOOT PREPARATION, DELAYS AND RESHOOTS

- The Client must ensure locations, products, presenters, styling, scripts, access, permits, safety requirements and decision-makers are ready at the agreed time.
- Waiting time, overtime caused by Client delays, additional locations and material changes to the shot list may be billed separately.
- A reshoot requested because the Client changed its mind, changed branding, changed staff, supplied incorrect information or failed to prepare is new work.
- If a technical failure attributable to CG makes an agreed core deliverable unusable, CG may choose to reshoot the affected portion where reasonably possible. This is the Client primary remedy to the extent permitted by law.

B4. CREATIVE CAPTURE AND EVENT LIMITATIONS

B4.1 CG will use reasonable professional judgment to capture the agreed subject matter, but does not guarantee that every attendee, moment, reaction, product angle or spontaneous event will be recorded.

B4.2 Crowds, venue rules, lighting, weather, access restrictions, subject behaviour, load shedding, safety requirements and timing can affect capture.

B4.3 The Client must identify any non-negotiable shot, person, product or moment in writing before the shoot. CG cannot guarantee a moment that is not reasonably within CG control.

B5. MUSIC, GRAPHICS AND THIRD-PARTY CONTENT

B5.1 CG may use licensed, royalty-cleared or platform-licensed music and graphics suitable for the intended distribution. A specific commercial song is not included unless the necessary rights are available and quoted.

B5.2 If the Client requires specific music, it must request this before editing begins and must obtain or fund the necessary licence where CG does not already have lawful rights.

B5.3 CG may substitute music if platform licensing, commercial-use restrictions or rights availability make the requested track unsuitable.

B6. REVISIONS AND SOURCE MATERIAL

B6.1 Only the revision rounds expressly included in the quotation or service scope are included in the fee. Feedback must be consolidated as reasonably requested by CG. Additional revision rounds, changed concepts or work outside the original brief may be billed at CG current rate or separately quoted.

B6.2 Photography selection and editing style form part of CG creative service. Re-editing beyond correction of clear errors is additional work unless included.

B6.3 Raw footage, RAW photographs, audio stems, edit timelines and source files are not supplied. Any authorised repurposing or further editing must be performed by CG or separately licensed in writing.

B7. TRAVEL, ACCOMMODATION AND VENUE COSTS

B7.1 Travel, accommodation, venue hire, permits, parking, courier, tolls and other production expenses are excluded unless the quotation states otherwise.

B7.2 Travel is billed at the rate stated in the quotation or CG current standard rate. Accommodation and travel time may be quoted depending on location and schedule.

PART C - SOCIAL MEDIA MANAGEMENT AND MONTHLY CONTENT PACKAGES

C1. TERM AND MONTHLY SCOPE

C1.1 The package term, monthly fee, platforms, content quantity, shoot allocation, posting responsibility and included services are those stated in the quotation.

C1.2 Any minimum commitment applies for the period stated in the quotation. No other minimum term is implied.

C1.3 After a minimum term, services continue month-to-month only if the quotation or renewal arrangement provides for continuation. Notice periods are as stated in the quotation, subject to any non-excludable CPA right where applicable.

C2. CONTENT PLANNING AND APPROVALS

C2.1 CG may prepare content calendars, concepts, captions and designs based on the agreed strategy. The Client must provide accurate offers, prices, event dates, product information and approvals in time for publishing.

C2.2 If the Client delays approval, CG may move or omit the affected post rather than publish inaccurate or unapproved information. Unused monthly capacity does not automatically roll over unless agreed in writing.

C2.3 Where the Client gives standing approval for routine content categories, CG may publish within that authority. Sensitive claims, major promotions or material brand changes may still require specific approval.

C3. ACCOUNT ACCESS AND PLATFORM RISK

C3.1 The Client owns its social-media accounts and should retain at least one independent administrator with current recovery details. CG is not responsible for a Client losing access because the Client removed administrators, lost recovery credentials or breached platform rules.

C3.2 CG may require administrator, business-manager or partner access. The Client must not share personal passwords where a platform provides safer role-based access.

C3.3 Platform outages, algorithm changes, account reviews, reach restrictions, shadow restrictions, content removals or suspensions outside CG reasonable control do not constitute breach by CG.

C4. CONTENT PERFORMANCE AND ANALYTICS

C4.1 Reach, engagement, followers, enquiries, bookings and sales are influenced by many factors and are not guaranteed.

C4.2 Analytics and reports are included only at the package tier stated in the quotation. Platform-reported metrics can change or be incomplete.

C5. OWNERSHIP, RE-USE AND THIRD-PARTY EDITING

C5.1 All package content remains CG intellectual property subject to the limited Client licence in Part A.

C5.2 The Client may publish the final approved content on the permitted brand channels during the licence period, but may not provide it to another agency or production company for editing, rebranding, cropping, remixing or repurposing.

C5.3 If the Client changes owner, sells the business or transfers the brand, clause 2 applies and the successor must obtain a new agreement before continuing to use the CG content.

C6. TERMINATION, NON-PAYMENT AND HANDOVER

C6.1 On termination, all fees for work completed, committed production, approved third-party costs and any applicable minimum term or notice period remain payable, subject to applicable law.

C6.2 A Client stopping communication, failing to provide content or approvals, reducing use of the service, or failing to pay does not by itself constitute valid notice of cancellation. Where CG has reserved recurring capacity or kept the agreed service available, the Client remains responsible for fees and notice obligations until the arrangement is validly ended in accordance with the applicable service terms, subject to law and CG suspension rights.

C6.3 Suspension by CG for non-payment does not amount to CG waiving amounts already accrued or the Client applicable notice obligations. Any alternative payment or exit arrangement must be recorded in writing.

C6.4 CG will remove its platform access after completion of the paid handover period. The Client remains responsible for its own account credentials, archives and ongoing platform administration.

C6.5 Termination does not transfer raw footage, project files, strategies, templates or source files.

PART D - GRAPHIC DESIGN AND GENERAL CREATIVE SERVICES

D1. SCOPE AND CONCEPTS

D1.1 This Part applies to posters, social graphics, adverts, brochures, invitations, presentation graphics, signage artwork, campaign design and other general creative design not governed by the Logo Package terms.

D1.2 The number of initial concepts and revision rounds is stated in the quotation. Unused concepts and rejected directions remain CG intellectual property.

D2. FINAL DELIVERABLES AND EDITABLE FILES

D2.1 Final deliverables are supplied in the output formats stated in the quotation. Editable or layered source files are not included unless expressly quoted.

D2.2 The Client receives the limited licence in Part A for final approved artwork. Copyright is not assigned merely because the Client paid for design services.

D2.3 Client-requested resizing, language changes, campaign extensions, print variations or derivative layouts after final approval are additional work unless included.

D3. PRINT, PRODUCTION AND COLOUR

D3.1 Where CG supplies digital artwork only, the Client or its printer is responsible for physical production, substrate, finishing and final print quality unless print management is included.

D3.2 Screen colour, printer calibration, inks, materials and finishing can cause colour variation. CG does not guarantee exact physical colour matching unless a specific colour-proofing process is quoted.

D4. CLIENT-SUPPLIED ASSETS

D4.1 The Client warrants that it may lawfully use all logos, photographs, copy, fonts and other materials supplied to CG.

D4.2 CG may refuse or replace an asset where its rights status is unclear or its use would expose CG to an obvious legal risk.

PART E - LOGO AND BRAND IDENTITY PACKAGES

E1. SCOPE AND REVISIONS

E1.1 The package includes only the concept quantity, revision rounds, brand elements, mockups, files and animation expressly stated in the quotation.

E1.2 Only the concept quantity and revision rounds expressly stated in the quotation are included. A complete new direction, restart or materially changed brief after concept selection may be quoted separately.

E2. OWNERSHIP OF FINAL LOGO

E2.1 Unused concepts, drafts, exploratory marks, mockups, presentation layouts and working files remain CG intellectual property.

E2.2 After full payment, CG will assign copyright in the final approved custom logo artwork to the Client, excluding third-party fonts, stock assets, software, templates, mockups and other excluded components that cannot lawfully be assigned.

E2.3 Because section 22(3) of the Copyright Act requires an assignment of copyright or exclusive licence to be in writing signed by or on behalf of the assignor, final ownership transfer is completed only when CG issues a written assignment signed by hand or, where an electronic signature is used, by an electronic signature meeting the ECTA requirements applicable to a signature required by law.

E2.4 Until that written handover is issued, the Client has a revocable licence to use the approved logo for review or launch preparation only to the extent CG authorises.

E3. TRADEMARK AND NAME CLEARANCE

E3.1 CG provides creative design, not legal trademark clearance. The Client is responsible for confirming that its proposed name, slogan and logo can be registered and used without infringing third-party rights.

E3.2 CG does not guarantee trademark registration or absence of confusingly similar marks. The Client should obtain an appropriate trade mark search and legal advice before major rollout where registration or exclusivity is commercially important.

E4. BRAND FILES AND ANIMATION

E4.1 Final logo files are supplied in the formats stated in the quotation. Fonts may require separate end-user licences and are not automatically transferable.

E4.2 Logo animations and other motion assets remain subject to the video/content licence in Part A unless the quotation expressly assigns them.

E4.3 CG may retain and display the final public logo and brand presentation in its portfolio unless confidentiality was agreed before the project.

E5. FILE ARCHIVING

E5.1 CG will use reasonable efforts to retain final logo deliverables for at least 12 months after final delivery, but the Client must maintain its own permanent backups.

E5.2 Re-delivery, format conversion or recovery from archives may attract an administration fee after initial handover.

PART F - WEBSITE DEVELOPMENT, HOSTING AND MAINTENANCE

F1. SCOPE AND CHANGE CONTROL

F1.1 The quotation defines the pages, functionality, integrations, content population, design scope, hosting, maintenance and launch responsibilities.

F1.2 Additional pages, e-commerce functions, custom integrations, copywriting, photography, advanced SEO, accessibility work, migrations, data imports and third-party systems are excluded unless listed.

F2. CLIENT CONTENT AND LEGAL COMPLIANCE

F2.1 The Client must supply lawful text, images, policies, prices, product claims, terms, privacy notices and other business information required for the site unless CG is contracted to create them.

F2.2 The Client is ultimately responsible for the legality and accuracy of the website business content, including consumer notices, sector-specific disclosures, e-commerce rules, privacy notices, cookies and data-collection practices, unless a specific compliance service is included.

F3. WEBSITE OWNERSHIP AND THIRD-PARTY COMPONENTS

F3.1 After full payment, the Client receives ownership of custom website content and custom design assets expressly identified for transfer, excluding CG pre-existing tools, reusable code, frameworks, libraries, methods, templates, licensed themes, plugins, fonts and third-party software.

F3.2 Third-party software remains subject to its own licence. The Client must maintain required subscriptions after handover unless maintenance includes them.

F3.3 CG may reuse general know-how, non-client-specific code patterns and methods that do not disclose the Client confidential information.

F4. DOMAINS, HOSTING AND SUBSCRIPTIONS

F4.1 Domain registration, hosting, email, premium plugins, APIs and other subscriptions are separate recurring costs unless the quotation states otherwise.

F4.2 Where CG manages a domain or hosting account, the Client must keep invoices current. CG is not responsible for suspension or expiry caused by non-payment, registrar policy, provider outage or Client failure to maintain required verification details.

F4.3 On paid-up termination, CG will reasonably assist with transfer of Client-owned domains and website assets capable of transfer, subject to provider rules and the agreed handover scope.

F5. TESTING, SECURITY AND MAINTENANCE

F5.1 CG will test the site on reasonable current desktop and mobile environments available during development. Exact rendering across every device, browser version or future software release is not guaranteed.

F5.2 No website can be guaranteed completely secure or permanently available. CG will apply reasonable development and maintenance practices within scope, but malware, credential theft, zero-day vulnerabilities, provider failures and third-party attacks remain external risks.

F5.3 If the Client has no active maintenance plan, post-launch updates, backups, repairs, plugin conflicts, content changes and troubleshooting are billable services.

F6. SEO, ANALYTICS AND PERFORMANCE

F6.1 Basic technical SEO setup is included only if stated. Search ranking, indexing date, traffic, conversions and Google placement are not guaranteed.

F6.2 Performance depends on hosting, media size, third-party scripts, integrations, Client content and user devices. A specific performance target applies only if expressly quoted.

F7. WEBSITE DATA AND POPIA

F7.1 If the website collects personal information, the Client is generally the responsible party for that collection and must determine lawful purposes, notices, retention and data-subject procedures.

F7.2 Where CG maintains or hosts systems that process personal information on the Client instructions, Part A clause 12 applies as the operator arrangement.

PART G - PAID DIGITAL ADVERTISING, LEAD GENERATION AND CAMPAIGN MANAGEMENT

G1. CAMPAIGN SCOPE AND BUDGET

G1.1 The management fee, platforms, campaign objective, creative scope, landing page work, reporting and duration are stated in the quotation.

G1.2 Advertising media spend is separate from CG management fees unless expressly bundled. The Client must maintain sufficient platform funding or approved payment methods.

G1.3 Platform taxes, currency conversion, card charges and third-party fees may be charged directly by the platform or added where applicable.

G2. NO GUARANTEE OF RESULTS

G2.1 CG will use reasonable skill in campaign setup, creative, targeting, testing and optimisation, but does not guarantee impressions, clicks, cost per lead, lead volume, lead quality, sales, revenue, return on ad spend or any specific commercial outcome.

G2.2 Results depend on offer quality, pricing, seasonality, market demand, competition, platform auctions, tracking accuracy, website performance and the Client speed and quality of follow-up.

G3. AD ACCOUNTS AND PLATFORM CONTROL

G3.1 Where reasonably possible, campaigns should run through Client-owned business and advertising accounts with CG granted partner or administrator access.

G3.2 If CG uses a CG-owned agency account or tool, the Client obtains no ownership of that CG account, its unrelated campaigns, internal audiences, billing infrastructure, templates or agency data.

G3.3 CG is not responsible for platform rejection, suspension, policy changes, account review, disabled tracking, attribution changes or restrictions outside CG reasonable control, though CG may assist with reasonable appeals within scope.

G4. LEAD DATA AND POPIA

G4.1 The Client is responsible for having a lawful basis and appropriate privacy notice for collecting, contacting and retaining leads. Marketing follow-up must comply with POPIA and any applicable direct-marketing rules.

G4.2 Where CG receives or transfers leads only for the Client campaign, CG acts as operator to the extent described in Part A clause 12.

G4.3 The Client must not ask CG to use unlawfully obtained lists, scraped personal information or targeting data that the Client is not entitled to use.

G5. CREATIVE ASSETS AND CAMPAIGN REUSE

G5.1 Campaign creative remains governed by Part A intellectual-property terms unless the quotation expressly says otherwise.

G5.2 The Client may not take CG campaign creative, edits or strategy documents and provide them to another agency for modification or derivative production unless CG grants written permission.

G6. TRACKING AND REPORTING LIMITATIONS

G6.1 Tracking may be affected by cookie restrictions, browser privacy features, consent settings, platform modelling, offline sales, call handling and Client systems. Platform reports and website analytics may not match exactly.

G6.2 CG reports on data reasonably available from the agreed systems. CG is not responsible for missing attribution caused by Client-side changes or third-party tracking restrictions outside CG control.

PART H - ACCEPTANCE, ELECTRONIC CONTRACTING AND KEY ACKNOWLEDGEMENTS

KEY TERMS THE CLIENT SPECIFICALLY ACKNOWLEDGES

- Client identity and ownership: the contract and CG content licence apply only to the exact legal Client and control existing on the Terms Acceptance Date. A Change of Control requires a new agreement before a successor uses CG content.
- Copyright and editing: CG retains copyright in production, photography, video, design and social-media work unless a separate written assignment is expressly signed. Third-party editing, repurposing, adaptation or rebranding is prohibited without written permission.
- Raw and source files: raw footage, RAW photographs, project files, editable files, timelines and source materials are not included unless specifically quoted.
- Payment and cancellation: CG may reserve capacity against a booking payment, suspend overdue work, and charge reasonable cancellation or rescheduling amounts subject to applicable law.
- Late payment: after written warning and a reasonable opportunity to resolve the account, CG may charge late payment interest at 2% per month on undisputed overdue balances, or the maximum lawful rate if lower, unless a written payment arrangement provides otherwise.
- Marketing risk: results, reach, sales, rankings, leads and platform availability are not guaranteed.
- Liability: the Client attention is specifically drawn to clauses 15 to 18, which contain risk allocation, limitation and indemnity provisions, subject to all non-excludable rights under law.
- POPIA: where CG processes personal information as operator for the Client, Part A clause 12 forms the written operator arrangement and the Client remains responsible for lawful collection and purpose.

STANDARD XERO ACCEPTANCE PROCESS

CG does not ordinarily require a handwritten signature for standard services. New quoted work may be accepted through Xero with a clear link to CG current Terms. Ongoing or repeat Clients may be notified of current Terms through an invoice, email or other written service notice, subject to applicable law.

OTHER ACCEPTANCE METHODS

Subject to clause 21 and applicable law, acceptance may be evidenced by Xero acceptance, written electronic acceptance, an approved electronic signature, instructions to commence or continue work, payment after access to the current Terms, acceptance of further performance, or other conduct from which agreement can reasonably be inferred. The Client must be given a reasonable opportunity to review the Terms.

CURRENT TERMS AND FUTURE UPDATES

CG maintains its current Terms at cgproductionhouse.com/terms. The Client is responsible for reviewing them when CG draws them to the Client attention through a quotation, invoice, email or other written service notice. A copy may be requested from CG at any time.

CG may update these Terms prospectively as reasonably required. A fresh quotation is not required solely because standard Terms have changed. After reasonable notice and access, continued instructions, payment, acceptance of further services or other conduct may constitute acceptance of updated Terms for future or continuing services, subject to applicable law.

The full Terms need not be attached where a reasonably noticeable link gives free electronic access to the current Terms. CG retains prior dated copies for recordkeeping, evidence and disputes.

WHEN A SEPARATE SIGNED DOCUMENT IS STILL USED

CG may require a separate signed agreement for high-risk, bespoke or specially negotiated work, or where law requires a specific form. Copyright assignments remain subject to the Copyright Act and Part E.

CURRENT STATUS AND RECORDKEEPING

Current Terms page: cgproductionhouse.com/terms

Effective date of this current publication: 15 August 2026

Application: New, repeat and ongoing services after reasonable notice, access and acceptance as described in these Terms. CG retains previous dated copies for evidentiary and administrative purposes.