

TERMS & CONDITIONS OF SERVICE (Updated February 2022)

Between Lene L Barrett t/a Grafix Reloaded hereby known as 'the Service Provider' and _____ hereby known as 'the Client'.

1. TERMS APPLICABLE TO AD-HOC/ONCE OFF PROJECTS

1.1 Deposits

- 1.1.1 For projects under R1 000, full payment required on acceptance of quotation.
- 1.1.2 For projects over R1 000 - 50% deposit is required on acceptance of quotation.

Receipt of deposit is deemed as a contractual agreement between the Service Provider and the Client as well as proof of acceptance of these Terms & Conditions. Deposit is non-refundable after work has commenced.

Statement for balance due will be sent on completion. Handing over of artwork files or uploading of website to live internet will not take place until the balance is paid in full.

Both parties understand that the Client or the Service Provider may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, the Client is responsible for payment of any outstanding amounts and/or for all expenses incurred not yet invoiced.

The Client is to inform the Service Provider of any minor changes within fourteen (14) days of final approval of artwork or of website going live. Any major changes or minor changes requested outside of this timeframe may incur additional charges. The Service Provider will communicate this to the Client before carrying out the work.

2. TERMS APPLICABLE TO MAINTENANCE PACKAGES & RETAINER CONTRACTS

Maintenance Packages and Retainer Contracts provide ongoing support and preferential scheduling of web design and/or graphic design related services. Full details of maintenance package/retainer contract is stipulated in original quotation. **Receipt of payment is deemed as a contractual agreement between the Service Provider and the Client as well as proof of acceptance of these Terms & Conditions.**

Retainer fees are billed in advance on the 23rd of each month; payment is due within seven (7) days of invoice date. Any payments made are non-refundable after work has commenced. Payments not received by due date will result in work cessation.

Maintenance Packages and Retainer Contract fees are subject to an annual increase.

Maintenance work & revisions of current projects will be attended to within 24 to 48 hours of request. New or special projects require a minimum three (3) days lead time.

The Client is to utilise their scheduled/retained hours for the duration of the maintenance package/retainer contract. Additional hours used beyond the maintenance package/retainer contract scope may be requested subject to availability at the standard hourly rate of R650 per hour. Hourly rate is subject to an annual increase.

Both parties understand that the Client or the Service Provider may terminate the service; provided one (1) calendar months' notice is given; for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, the Client is responsible for payment of any outstanding amounts and/or for all expenses incurred not yet invoiced.

3. OFFICE HOURS & COMMUNICATION

E-mail is to be the primary form of communication between the Client and the Service Provider. The Service Provider is also available for voice conversations via Zoom and telephone. Zoom meetings must be prescheduled, to ensure availability of both parties. In order to streamline communication channels, SMS, MMS, Skype Messenger and WhatsApp are not accepted forms of communication and any briefs or work-related requests sent using these methods may not be entertained.

The Service Provider office hours are 8:30 to 16:30 Monday to Friday and may not to answer to any correspondence outside of these hours unless otherwise arranged.

The Service Provider reserves the right to take leave. The Service Provider will always provide the Client with 14 (fourteen) days' notice if they will be away for longer than one (1) day for travel or other activities.

4. CLIENT RESPONSIBILITIES

The Client understands that the Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals where mutual respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, the Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from the Service Provider in a timely manner.

The Client understands that the **Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects.** The Client understands that the Service Provider requires detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.

5. DELIVERY TIME & WORK PROCEDURE

Work will be performed at the offices of the Service Provider. **Scheduling and deadlines are to be discussed and agreed upon by both parties.**

Obviously, some projects may require faster turn arounds and the Service Provider will always strive to complete these projects in the requested time and will communicate if it is believed that the desired timeframe is not realistic. The Client will provide sufficient notice and allow for reasonable timeframes for project completions.

Rush projects of 24 hours or less and projects requiring after hours work may be subject to a 25% surcharge. If a project is subject to an additional surcharge, the Service Provider will always notify the Client for approval before services begin.

The Service Provider reserves the right to refuse any project or service request. If the Service Provider is not able to complete projects added in late to schedule availability, the Client will be contacted immediately.

The Service Provider undertakes to update the Client on work progress on a regular basis.

6. FORCE MAJURE

The Service Provider will not be liable for any delay in performing or failure to perform its obligations if such failure or delay is as a result of causes outside its reasonable control. Upon occurrence of any Force Majeure Event, the Service Provider shall give notice to the Client of the delay in completing services and shall propose revisions to the schedule for completion of services.

7. MATERIALS & INFORMATION

The Client will provide all content, outlines, photos, project images, and descriptions necessary for all work required. Source material must be clear and legible. The Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for the Service Provider to perform or complete the agreed services or project. Should additional material or content need to be sourced by the Service Provider, these will be invoiced to the Client as additional expenses. See point 8.

8. EXPENSES

Additional expenses may include but are not limited to: stock images, vectors, font purchases and other graphics, website plugin purchases, cloud storage, office supplies (e.g. CDs/DVDs, hard drives etc.), courier/delivery charges, travel for additional meetings and so on. Such expenses incurred on behalf of the Client are not included in hourly rate and will be invoiced to the Client.

9. DOMAIN REGISTRATIONS

The Client to provide 2 to 3 domain name options should the 1st option not be available.

Domain registrations cannot be undone. The Client is to ensure the domain name and it's spelling is correct before registration. Should the domain name need to be re-registered, the Client will be liable for the additional charge.

Domain names are required to be renewed every year on the anniversary of registration. The Service Provider will automatically invoice the Client for the upcoming renewal at least 30 days before expiry date.

Should the Client no longer need the domain, the Client must inform the Service Provider in good time so auto renewal can be cancelled and a Credit Note be issued.

Should payment for domain renewal not be received by the expiry date, re-registration may attract an additional fee in accordance with the registrar's procedure.

Non-payment of domain fees will result in domain expiry.

10. HOSTING SERVICES

Hosting accounts are required to be renewed every year on the anniversary of initial setup. The Service Provider will automatically invoice the Client for the upcoming renewal at least 30 days before expiry date.

Hosting services do not include IT support. IT services are not related to hosting services and therefore, support cannot be provided by the Service Provider. IT support includes but is not limited to: software issues (including Outlook, MacMail etc), software licenses, faulty devices and internet connection issues.

Responsibility lies with the Client to manage their own hosting account disk space usage and ensure old emails are archived or cleared out in order to avoid accounts reaching capacity. Should the Client require more space, an upgrade will be actioned and billed for by the Service Provider accordingly.

Should the Client no longer need the hosting account, the Client must inform the Service Provider in good time so renewal can be cancelled and a Credit Note be issued.

Non-payment of hosting fees will result in account termination.

11. BACKUPS

The Service Provider regularly keeps backups of work in progress and final approved projects. Once final artwork is handed over or website goes live, **the Client is responsible for their own backups.**

Should the Client be hosting with the Service Provider, the host server automatically backs up every day and

keeps these backups for a maximum of 15 (fifteen) days (subject to change) but the **responsibility lies with the Client to download a backup their own hosting account** including the site files, mySQL database and mailboxes.

12. ACCURACY

The Service Provider will take all reasonable care to check proofs carefully for accuracy in all respects, ranging from spelling to graphics. **However, it is considered the responsibility of the Client to check all artwork carefully before final sign off.** The Service Provider is not responsible for errors or omissions.

13. COPYRIGHT

The Client guarantees that all elements of text, images or other artwork provided to the Service Provider are either owned by their good selves, or that the Client has permission to use them. The Service Provider accepts no responsibility for copyright infringements concerning content provided.

14. PAYMENT

All invoices are due within seven (7) days of invoice date. Payments not received by due date will result in work cessation. The Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid.

All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied.

15. PORTFOLIO USE

The Service Provider reserves the right, with the Client's permission, to display and link to the Client's project/s as part of a portfolio. The Service Provider understands that some projects may require they remain private for a certain period of time before the public may view them, and these time frames will always be respected.

16. CONFIDENTIALITY

The Service Provider hereby acknowledges they may be involved in or become aware of information that relates to the Client on a personal level including information related to the Client's past, future, present, customer names, marketing plans, project information, and financial documents.

The Service Provider agrees to protect all the above information and keep any information obtained confidential.

17. LIABILITY

The Service Provider makes every effort to maintain the highest possible work standards, however cannot accept responsibility for any loss, expense or liability of any kind incurred whilst preparing work for the Client in a freelance capacity. The Service Provider shall not be liable to the Client or to any third party for any loss or damage arising directly or indirectly in connection with the provision of services. The Client will indemnify and holds harmless the Service Provider from and against any claims, costs, expenses, negligence, actions or suits suffered, sustained or incurred by the Client or any third party. This includes, without limitation, interruptions caused by acts of Nature, or any other circumstances beyond reasonable control, any lost profits, business interruption, loss of data or otherwise, even if expressly advised of the possibility of such damages.

18. MODIFICATION

These Terms and Conditions may be modified or amended as necessary after negotiations initiated by either party. If agreement is reached, only a written instrument signed by both parties will modify or amend these Terms and Conditions.

FOR ANY ENQUIRIES REGARDING THE ABOVE TERMS, PLEASE FREE TO MAKE CONTACT.

Signed by and on behalf of (Client): _____

Print Name: _____ Date: _____

Signed by and on behalf of Grafix Reloaded: _____

Print Name: _____ Date: _____