



info@vanzylconnections.co.za | accounts@vanzylconnections.co.za | 061 978 9731 | www.vanzylconnections.co.za

Web Development & Graphic Design & Additional Services: Terms & Conditions

General

The following Terms and Conditions of Service apply to all artwork, graphic design, print and services provided by VAN ZYL Connections Pty Ltd.

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. VAN ZYL Connections Pty Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

All design work is carried out by VAN ZYL Connections Pty Ltd on the understanding that the client has agreed to abide by these terms and conditions.

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Acceptance of Quotation and Terms and Conditions

Quotations are valid for a period of 30 days.

The placement of an order for design and/or any other services offered by VAN ZYL Connections Pty Ltd constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the client and VAN ZYL Connections Pty Ltd.



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Design Fees & Payment

Fees for design services to be provided by VAN ZYL Connections Pty Ltd, will be set out in the written estimate or quotation that is provided to the client.

At the time of the client's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, 100% of the quoted fee will become immediately due.

All monthly payments are due on the 25th of each month. One day grace will be given provided fees are paid in full by the end of the grace day which will be the 26th of each month.

Work on the project will not commence until VAN ZYL Connections Pty Ltd has not received the total quotation amount.

Publication and/or release of work done by VAN ZYL Connections Pty Ltd on behalf of the client, may not take place before funds have cleared

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. VAN ZYL Connections Pty Ltd shall be considered entitled to remove VAN ZYL Connections Pty Ltd.'s and/or the client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the client of its obligation to pay the due amount. Clients whose accounts become default agree to pay VAN ZYL Connections Pty Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Non-Payment

Failure to make payment as agreed upon will result in a penalty fee of R50 per day & domain and account will be disabled until full payment has been received or proof of payment has been sent to accounts@vanzylconnections.co.za .



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Copyrights, Ownership and Trademarks

By supplying text, images and other data to VAN ZYL Connections Pty Ltd for inclusion in the client's design / website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

By supplying images, text, or any other data to VAN ZYL Connections Pty Ltd, the client grants VAN ZYL Connections Pty Ltd permission to use this material freely in the pursuit of the design and to utilise the designs in VAN ZYL Connections Pty Ltd.'s portfolio unless agreed otherwise.

Should VAN ZYL Connections Pty Ltd, or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow VAN ZYL Connections Pty Ltd to remove and/or replace the file.

The client agrees to fully indemnify and hold VAN ZYL Connections Pty Ltd free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permission.

VAN ZYL Connections Pty Ltd may use any Artwork/design for its own promotion and portfolio use.

Copyright of all graphic design work is retained by VAN ZYL Connections Pty Ltd including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by VAN ZYL Connections Pty Ltd as fulfilling the contract. All other artwork designs remain the property of VAN ZYL Connections Pty Ltd, unless agreed in writing.



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Alterations, Revisions and Supply of Content

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The client also agrees that VAN ZYL Connections Pty Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

Unless otherwise negotiated or VAN ZYL Connections Pty Ltd.'s copywriting services are used, the client must supply text for their project in text file format at the start of the project as well as graphics (logos, images, etc.) to be used. Text should be as close as reasonably possible to final format, with accuracy of content, spelling and grammar checked and little or no formatting (includes text from previous websites). VAN ZYL Connections Pty Ltd assumes all written content adheres to copyright laws.

Images are also expected to be supplied before work begins, unless by prior negotiation or if using VAN ZYL Connections Pty Ltd.'s photography or stock image services. Images should be supplied in the highest resolution electronic format possible, i.e. logos/images in original Illustrator / Photoshop format, or hi-res JPEG files (300 dpi). VAN ZYL Connections Pty Ltd assumes that all correct permissions have been sought and/or royalties paid for images used.

Unless otherwise quoted or negotiated, projects include Three rounds of minor changes or author's revisions of the chosen project only. Following two revisions per project, an additional hourly fee will be charged. We will advise you and seek your agreement before proceeding with any work that will incur additional charges.

Data Formats

Text is to be supplied to VAN ZYL Connections Pty Ltd in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail.

Images which are supplied in an electronic format are to be provided in a format as prescribed by VAN ZYL Connections Pty Ltd via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and VAN ZYL Connections Pty Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. VAN ZYL Connections Pty Ltd cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

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Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Design Project Duration

Any indication given by VAN ZYL Connections Pty Ltd of a design project's duration is to be considered by the client to be estimation. VAN ZYL Connections Pty Ltd cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by VAN ZYL Connections Pty Ltd.

Website Design Only

Once web design is complete, VAN ZYL Connections Pty Ltd will provide the client with the opportunity to review the resulting work and provide the login details for the website. VAN ZYL Connections Pty Ltd will make one set of minor changes at no extra cost within 30 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to VAN ZYL Connections Pty Ltd by e-mail or fax and confirmed by post. Additional changes will thereafter be in connection with the website package you have paid for.

Design Credits

The client also agrees to allow VAN ZYL Connections Pty Ltd to place all designs on VAN ZYL Connections Pty Ltd.'s own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

VAN ZYL Connections Pty Ltd will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. VAN ZYL Connections Pty Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that VAN ZYL Connections Pty Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is

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obliged to allow VAN ZYL Connections Pty Ltd to remove the contravention without hindrance, or penalty. VAN ZYL Connections Pty Ltd is to be held in no way responsible for any such data being included.

Cancellation

If a client cancels or alters any order or part order at any time after VAN ZYL Connections Pty Ltd has received the order then VAN ZYL Connections Pty Ltd reserves the right to render additional costs to the date of such cancellation or alteration.

Hosting & Domains

We use the services of a third-party registrar to register domains. The registration is subject to the terms of the relevant registrar. Registration, maintenance, or transfer of a domain name is subject to the terms of the relevant registry governing the domain name.

When registering the domain the domain will remain on the name of the company and/or director of the company after the free trial period of the domain has passed (which is 12months). This is to protect us as a company to avoid people registering a free domain and then not paying for the service/s and then transferring the domain name to another hosting company. The domain will ONLY be released if the clients account is paid in full.

If the client cancels hosting/domains services before the 12 months of the free domain the initial cost of the domain R99 will be payable on the clients account prior to release of the domain.

We cannot guarantee the availability of a domain name.



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Disclaimer

VAN ZYL Connections Pty Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. VAN ZYL Connections Pty Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. VAN ZYL Connections Pty Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold VAN ZYL Connections Pty Ltd responsible for any such loss or damage. Any claim against VAN ZYL Connections Pty Ltd shall be limited to the relevant fee(s) paid by the client.

VAN ZYL Connections Pty Ltd reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. VAN ZYL Connections Pty Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Force Majeure

VAN ZYL Connections Pty Ltd shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of VAN ZYL Connections Pty Ltd including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.