

## **ANYTHING CREATIVE - TERMS AND CONDITIONS**

**By placing an order with Anything Creative, you confirm that you agree to the terms and conditions below.**

These terms and conditions may be changed from time to time and the latest version of this document will always be available on our website ([www.anythingcreative.co.za](http://www.anythingcreative.co.za)). In this agreement the singular implies the plural and vice-versa. The male implies the female and vice-versa.

### **GENERAL**

**QUOTATIONS:** Anything Creative will supply a quote, which is valid for 30 days. We will accommodate slight alterations to the design and reviews throughout the design process until the Client is satisfied, at no extra cost. However, should the Client choose to request an entire change in design or additional work, the Client will be informed of extra charges and these will be added to the final invoice.

**ORDERS:** Orders are only confirmed by signing of the quotation and receipt of deposit. Should we receive the deposit, but not the signed quotation, work will commence as if the signed quotation had been received and all terms and conditions will apply. Cancellations of orders must be confirmed in writing by e-mail or fax – dependent on how much work has been commenced on the order, a cancellation fee may be applicable.

**PAYMENT & INTEREST:** Anything Creative requests payment within 7 days of invoice. Anything Creative will also charge interest on accounts that are 30 days overdue at a rate of 9% compounding monthly and will submit accounts over 90 days to a debt collector. Any account over 120 days will be followed up by legal action. Anything Creative reserves the right to not supply high resolution artwork or upload web design content to the internet, until payment has been made. All payments must be in South African Rand. Should the client receive a design and not respond to our attempts to contact them within 30 days, the full amount of payment will be invoiced for and due.

**DEPOSIT:** A 50% deposit is required in all cases before design is commenced. This deposit is non-refundable. No work will be undertaken until deposit has been received, unless otherwise arranged with Anything Creative. No print work will be sent to print until 100% payment of the total quotation is received.

**COMPLETION DATE:** Should there be delays in providing Anything Creative with marketing material, logos, content and access to relevant parties required to perform the agreed work, the delivery date initially given, will be delayed and the client informed of a new completion date.

**PROJECT DELIVERY:** The final design project will be supplied in high resolution format (artwork) or published on the internet (web design). On approval by the Client the balance of the quoted price becomes payable. Should the Client not be satisfied, he is required to submit detailed reasons within a period of 5 working days, failing which it will be assumed that the work is acceptable and the balance of the quoted price becomes payable. In the unlikely event that we are unable to satisfy a Client's needs or wishes, the balance of the fee will be waived. The deposit, however, is non-refundable. Under these circumstances the Client may not make any use of the designs or concepts that we have developed.

**TEXT AND GRAPHICS:** Unless otherwise specified, text will be provided by the Client in electronic format (e.g. e-mail, MS Word, Excel or Powerpoint) and that all photographs and other graphics will be provided in high quality (e.g. jpeg, gif, png or tiff). Please ensure that the copies provided to us are not your only copies, as we cannot guarantee their return. It is the Client's responsibility to ensure that such materials are not subject to copyright held by a 3<sup>rd</sup> party. Evidence of permissions/authorities may be requested.

**PROJECT COPYRIGHT:** Copyright to the finished web design or artwork projects (supplied as a flat file PDF, JPEG or PNG file) will be assigned to the client once final payment has been made. Right to photos, graphics, source code, work-up files, raw files and computer programs remain the property of Anything Creative and will not be provided, unless this has been factored into the costing and specifically requested. Anything Creative reserves the right to use the artwork/web design in their portfolio or examples of previous work.

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NON-DISCLOSURE: Anything Creative agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Anything Creative to another party.

We are not responsible for any loss of any form or nature whatsoever by the Client.

## **WEB DESIGN**

We reserve the right to refuse to construct or host a web site which we may judge as unfit due to content or otherwise.

A link to Anything Creative will appear in either small type or by a small graphic at the bottom of the Client's website. Anything Creative also has the right to cite the Client as one of the Anything Creative clients in any marketing material, and may use the Client's artwork/web design in their portfolio.

BROWSER COMPATABILITY: The web design provided by Anything Creative is created for Internet Explorer, Google Chrome and Mozilla Firefox browsers, which are in the majority use as determined by Netcraft.

SEARCH ENGINE OPTIMISATION: The order in which websites are ranked in search engines is controlled by the search engines. While we provide basic search engine optimisation, we are unable to make any guarantees about the success of any search engine promotion activity and cannot guarantee websites receive a certain rating.

## **WEBSITE – MONTHLY MAINTENANCE PACKAGE (MMP)**

We offer a monthly maintenance package (MMP) which may include the following:

- backend maintenance to keep the website up-to date and secure against spammers/hackers (whilst we will make every effort to ensure that the security is up-to-date, we are not responsible for any loss of any form)
- 12 months of ongoing support
- uploading of any new content to the website (dependent on package)

These contracts are renewable every 12 months and invoices are sent out on the 1<sup>st</sup> of each month.

Should payment for the MMP not be paid within 10 working days of invoice, the site will be suspended for 30 days and removed thereafter.

## **WEBSITE HOSTING & EMAIL SERVICES**

Anything Creative does provide website hosting and email services, through a 3rd party hosting company. This company is an established hosting provider and a market leader in their field. As such, Anything Creative cannot be held responsible for any loss of any form or nature whatsoever that may occur from the hosting provider.

The Client can decide to use an alternative hosting service, then it is the responsibility of the Client to confirm that the hosting service chosen will support the Client's project needs. The Client also agrees to select a hosting service which allows Anything Creative full access to the Client's account via FTP, if necessary. Anything Creative is also not held liable should your connection be down, when hosting with a 3<sup>rd</sup> party. The Client will be solely responsible for any and all hosting service charges.

We cannot guarantee any e-mail addresses against misuse by 3<sup>rd</sup> parties (spam email) and we do not provide virus protection or spyware software with hosting.

We cannot guarantee the website against possible defacement by a malicious 3<sup>rd</sup> party

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RENEWALS: Renewals of hosting will be on an annual basis, as we are required to confirm or cancel the renewal of the hosting and the domain name registration before expiry of the 12-month period. We request that an invoice be paid within a period of 2 weeks. If it is not paid within that time a reminder will be sent to the Client, and if a further 2 weeks the invoice is still not paid, the hosting account and domain name registration will be cancelled.

TRANSFER/CANCELLATION OF HOSTING: Should a Client decide to cancel his hosting contract with us or to transfer his hosting elsewhere, we unfortunately cannot refund any monies already paid as all our hosting costs and domain renewal fees are paid annually in advance.

**The Client hereby acknowledges that he has read and understood each term of this agreement and accepts them as binding. The Client also warrants that the signatory to this document has been duly authorized to contract on the Client's behalf.**

**By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.**

*Revised – 2018*

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