

The following terms and conditions apply to all website development | videography | graphic design | marketing services provided by PROVADO Marketing ("The Company") to The Client.

1. Acceptance

It is not necessary for The Client to have signed an acceptance of these terms and conditions for them to apply. If The Client accepts a quote, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full. These Terms and Conditions may change as necessary by The Company. The Client will be informed of such changes as necessary. Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by The Company are defined in the project quotation that The Client receives via e-mail. Quotations are valid for a period of 10 days. The Company reserves the right to alter or decline to provide a quotation after expiry of the 10 days. Unless agreed otherwise by The Company and The Client, all services require an advance payment of a minimum of Seventy (70) percent of the project quotation total before the work is supplied to The Client for review, with the remaining thirty (30) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials. Payment for services is due by bank transfer (EFT). Bank details will be made available on invoices.

3. Client Review (Creative Process)

The Company will provide the Client with an opportunity to review the appearance of the work during the draft design phase, and once the overall development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies The Company otherwise within ten (10) days of the date the materials are made available to the Client. A release agreement is required to be signed along with outstanding payments before handover is made.

4. Turnaround Time and Content Control

The Company will supply the Client work by the date specified in the project proposal, or at date agreed with Client, upon The Company receiving initial payment, unless a delay is specifically requested by The Client and agreed by The Company. In return, The Client agrees to delegate a single individual as a primary contact to aid The Company with progressing the commission in a satisfactory and expedient manner. The scope of the work (for hours charged) is VAT exclusive, and limited to the listed items and required design services on the quotation (this excludes printing, photography, web and app development). Such services, if required, will be charged for as extra at the rate specified by such supplier or The Company. The Client understands that the quoted amount is for services rendered only (i.e. costing for the amount of time used for our designers creating the elements to achieve the final product). The Client therefore, is not entitled to any native files (project files) for the produced work or any native files leading up to the final design.

The Client is therefore only entitled to the final static work created in the format for its intended purpose. The Client may be charged consultation hours in understanding The Client's requirements. Change Sets will be stipulated on the quotation provided, where applicable. The Client will be limited to the specific number of Change Sets as quoted for. Any additional changes made over and above the set amount will be charged for at our normal hourly rate or at a rate per cycle of changes as quoted. A cycle of changes ("Change Set") refers to the set of revisions The Client requests in an email or during a consultation with one of our team (on the phone or in person).

5. Failure to provide required content/feedback & insights:

To remain efficient, The Company must ensure that work completed is carried out at the scheduled time. On occasions, The Company may have to reject offers for other work and enquiries to ensure that The Client's work is completed at the time arranged. For this reason, The Company requires that The Client provide all the required information in advance. The Client understands it is their responsibility to provide correct content and details to be used by The Company in completion of the project. On any occasion where progress cannot be made with work stipulated in this agreement because The Company has not been given the required information in the agreed time frame, and are delayed as result, The Company reserves the right to impose a surcharge of up to 25%. If The Client agrees to provide us with the required information and subsequently fails to do within one week (7 days) of project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, The Client shall not give The Company the go ahead to start until The Client is ready to do so. It is understood that with all work sent to The Client for approval, changes, feedback, etc., The Client is liable to reply within 5 working days of the initial communication being requested from The Company. After the 5 working day period has lapsed and attempts have been made to contact The Client via the channels provided, it is the responsibility of The Client to make digital contact with The Company as a follow up. The Client understands that should any delay of this nature be entered into, The Company reserves the right to extend the deadline and renegotiate the deadline (or close the project) with no liability to complete the projects as per the initial projected timeline.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages as laid out (in a manner of order). These pages should be laid out in order of importance. Please contact The Company should any further clarification be required.

6. Payment

Invoices will be provided by The Company upon completion but before publishing and/or release of the work to The Client. Invoices are normally sent via email; however, The Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid seven (7) days after the date of the invoice will be assessed, and a service charge in the amount of the higher of five percent (5%) per month of the total amount is due. This compounded interest is added and is due for each month the account is unpaid.

7. Additional Expenses

Client agrees to reimburse The Company for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, website domains, stock audio, stock videographic elements, etc.

8. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default.

If The Client in default maintains any information or files, The Company will, at its discretion, remove all such material from its web space. The Company is not responsible for any loss of data incurred due to the removal of the service.

Removal of such material does not relieve The Client of the obligation to pay any outstanding charges assessed to the Client's account.

Clients with accounts in default fully agree to pay The Company reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by The Company in enforcing these Terms and Conditions.

9. Termination

Termination of services by The Client must be requested in a written e-mail notice and will be effective on receipt of such notice.

Telephone requests for termination of services will not be honoured until and unless confirmed in writing.

The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

10. Indemnity

All services provided by The Company may be used for lawful purposes only.

The Client agrees to indemnify and hold The Company harmless from any claims resulting from the use of services that damages The Client or any other party.

11. Copyright

The Client retains the copyright to data, files and graphic logos provided by The Client, and grants The Company the rights to publish and use such material.

The Client must obtain permission and rights to use any information or files that are copyrighted by a third party.

The Client is further responsible for granting The Company permission and rights for use of the same and agrees to indemnify and hold The Company harmless from any and all claims resulting from The Client's negligence or inability to obtain proper copyright permissions.

A contract for design and/or placement shall be regarded as a guarantee by the Client to The Company that all such permissions and authorities have been obtained.

Evidence of permissions and authorities may be requested.

The Client is not entitled to any native files (project files) for the produced work or any native files leading up to the final design.

The Client is therefore only entitled to the final static work created in the format for its intended purpose.

The Company retains the intellectual property rights and copyrights to all concepts, conceptions or any other preliminary materials or copy produced during the project which is not selected by The Client or are not included in the final delivery.

The Client is entitled to the copyrights of the final static produced work only.

The Company will assign copyright in any final and/or production-ready artwork (including logo(s)), copy or other deliverables as commissioned, as soon as the work is paid for in full via a Release Agreement.

12. Release Agreement

The Client understands that a Release Agreement is required to be signed upon handover of materials and work.

As such, The Client agrees to release The Company of liability for services rendered.

These terms are indicated, in part, in the points below.

12. 1.

The Client confirms that all final works produced, are deemed correct at time of release to the Client.

The Company confirms that The Client, upon settling all accounts and due payment once received for services rendered by The Company, is agreed and all satisfactory expectations have been met.

The Client understands that they need not sign the agreement for such confirmation to apply. If no confirmation of receipt of the Release Agreement is received within 7 days, it is understood that The Client has wholly accepted these terms in relation to the handover of the works produced.

The Client agrees and understands that the final works cannot be returned, changed or refunded for any reason whatsoever.

The Company is released from all liability and expectations after the delivery of the project/s.

12. 2.

The Client releases The Company from any responsibility for any errors, omissions, losses or damages incurred by the Client for final work produced, including unsolicited manuscripts, text, photos, images or illustrations.

The Client understands and fully agrees that the safekeeping of the final work, once released, is the sole responsibility of the Client.

Should the Client damage, misplace or lose the final work, after it has been handed over and received in good order, The Company reserves the right to charge an additional retrieval fee for any files.

Should any further changes to the final works be required, The Company reserves the right at their discretion, to charge the necessary additional fee for any such changes to the work.

12. 3.

The Company are not responsible in keeping client files on permanent record once handed over as it is the responsibility of the Client to safeguard all works received.

The Client understands that no requests will be honoured in retrieving client work for any reason whatsoever, for personal or third party use, as it has been handed over and project files are closed.

The Client understands that, should they misplace the work, or the work is granted to a new service provider (not PROVADA Marketing) for new projects, or requests to supply any such work to any third party which makes use of the work/elements initially created by The Company (e.g. web design, logo design, design elements, videography, photography, etc), the client is not entitled to receive or request any such files (in any manner or form) from The Company for the new service provider or third party for whatever reason.

If such files or services are requested, The Company may charge an additional fee, at their discretion.

12. 4.

The Company holds exclusive discretion on native files as they belong to The Company exclusively, as the Author of Works in creation of the works rendered.

The Company as author and owner of the works, is at no liberty to provide such files to the client, may decide to withhold such files, or determine the price for such files if they so choose, with no liability or responsibility to favour the client's request.

12. 5.

In the creation of the work, it is understood and agreed that the client will only receive flattened, static designs and/or final executed work as commissioned. The Client shall not own or receive any native files (working files) for the assignment or copyrights thereof, as The Company exclusively retains the rights and ownership to the native files. The Company is at no liability whatsoever to hand over the native files for the assignment to the client. Should the client wish to purchase such files, the price for these files will be determined by The Company only.

12. 6.

As appropriate, the Client has provided all necessary final content (to the client's satisfaction), including text, photos, logos, etc. The Company will not be held liable or responsible for any unlawful use/alteration of the final material, including any copyright/trade mark or third party infringement issues.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by The Client in electronic format (email or MS word) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .mov, .mp4, .gif, .jpeg, .png, .tiff format, etc. Although every reasonable attempt shall be made by The Company to return to The Client any images or printed material provided for use in creation of The Client's work, such return cannot be guaranteed.

14. Design Credit

A link to The Company's Website will appear in either small type or by a small graphic at the bottom of The Client's design or website. If a graphic is used, it will be designed to fit in with the overall design (logo or as a strap line). If The Client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than R5000, a fixed fee of R500 will be applied. The Client also agrees that the work developed for The Client may be presented in The Company's portfolio.

15. Access Requirements (For web)

If The Client's website is to be installed on a third-party server, The Company must be granted temporary read/write access to The Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

16. Post-Placement Alterations

The Company cannot accept responsibility for any alterations caused by a third party occurring to the Client's work or web pages once handed over/installed. Such alterations include, but are not limited to additions, modifications, deletions or unintended use.

17. Domain Names and Hosting

The Company may purchase domain names or hosting on behalf of The Client. Payment and renewal of those domain names and hosting is the responsibility of The Client only. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of The Company. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

18. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of The Company's terms and conditions.

19. Governing Law

This Agreement shall be governed by South African Law.