

# Terms & Conditions.



We dislike 'Terms and Conditions' as much as you do. Unfortunately they are a reality and a part of business, so we'll try and keep them as straightforward as possible.

The purpose of these terms is to protect both you and us. It's our best attempt to clear up any issues that may cause problems later. If you have any questions regarding these terms please email us at [marileen@peripericreative.co.za](mailto:marileen@peripericreative.co.za) and we will clarify the situation for you!

Last Revision: November 2017

## **General**

1. Contract is not reversible and client is liable for total cost of project.
2. The person signing this quotation/agreement or accepts via e-mail confirmation has full authority.
3. These Terms & Conditions can be changed and updated, within reason, without prior notice. Please visit our website, [www.peripericreative.co.za](http://www.peripericreative.co.za), regularly to view or download an updated version.

## **Quotations, Invoices, Payments & Debit Orders**

4. Payment of the full amount/50% deposit/1<sup>st</sup> instalment will be considered a sign of agreement to the quoted price and the Peri Peri Creative Terms and Conditions.
5. Clients will receive computer generated invoices for all services rendered by Peri Peri Creative. All computer generated invoices and credit notes will be sent to clients via electronic means and will include payment instructions/options and bank details.
6. Failure to pay in due time (as set out on the quotation and/or agreement between Peri Peri Creative and the client, and as indicate on the invoice) will result in a suspension of any and all services offered by Peri Peri Creative.
7. For the duration of the Pay-Off term time-frame, the domain must be hosted by Peri Peri Creative.
8. If a client is on a pay-off payment option and want to cancel their services, they must do so with a 30 days written notice. All fees outstanding will become due immediately.
9. The quotation and/or agreement are based on the scope of work as per the requirements meeting/discussions between Peri Peri Creative and the client and as set out on the quotation document. Any additional work that does not form part of the initial scope of work or initial content provided or changes done to the initial scope will be charged additionally.
10. All hosting or other monthly invoices MUST be paid via Debit Order. Debit orders will run on the 25<sup>th</sup>. Debit order cancelations must be done in writing 30 days prior to next debit order date. Debit orders will be collected via Stratcol. By signing this document you agree to the Stratcol Terms and Conditions as set out on the Stratcol Contract form. Follow this link and scroll to the bottom to read the Terms & Conditions. Please note, you do not have to fill out the Stratcol Form:  
[http://www.stratcol.co.za/documents/Stratcol\\_contract\\_FEB%202012.pdf](http://www.stratcol.co.za/documents/Stratcol_contract_FEB%202012.pdf)

## **The work to be done (websites, design work and other)**

11. No work will start until signed quotation and/or contract, ALL content and the full amount OR deposit OR 1<sup>st</sup> instalment have been received as per payment options on quotation and invoice.
12. Peri Peri Creative will not be held liable for failing to complete any project on a specific deadline date, due to lack of participation from the client or late submission of content from the client.
13. Peri Peri Creative reserves the right to cancel a project with a client, should they feel that the client did not adhere to all or parts of the agreement, and/or if the client's communication and feedback



back to Peri Peri Creative is lacking to such an extent that Peri Peri Creative is unable to complete a project within a reasonable time frame. Peri Peri Creative reserves the right to decide what they deem a breach of the agreement and a reasonable time-frame for a project are. Peri Peri Creative will send an email communicating the cancellation and their reasons for it to the client. Work done will not be refunded. Outstanding fees will become due immediately.

14. All changes, additions, go-aheads, etc. MUST be done via email and not telephonically. This is for both Peri Peri Creative and the client's protection, clarification and referral purposes.
15. Peri Peri Creative will not be held responsible for design/website/logo/Social Media/SEO/etc. failure or non-performance if we suggested certain aspects for or against your decisions and you did not adhere to those suggestions.
16. Peri Peri Creative will not be held responsible for promises made/competitions held/prizes to be awarded/etc. by the client to their audience via our platforms, unless we are a sponsor to such an event and have a signed sponsorship agreement between Peri Peri Creative and the client, clearly stating what Peri Peri Creative's role and sponsorship/prize are. Peri Peri Creative will then only be responsible for that agreed prize/sponsorship.
17. By supplying images, content, ideas, illustrations, photos, videos, audio, etc. to Peri Peri Creative to use in design or development, the client declares that it holds appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner. The client agrees to fully indemnify and hold Peri Peri Creative 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 permissions.
18. All copyright is retained by Peri Peri Creative on all design work including websites, photos, words, pictures, ideas and illustrations (unless specifically released in writing) and after all costs have been paid in full. Clients pay for completed designs in any format they need or desire. This does not include open files (design files) that may include but are not limited to design history, specific Peri Peri Creative design business practices, designer tricks and traits, bought and/or licenced fonts or stock images, etc. Clients are paying for the final product, not the tools to create that product. In the case of the client transferring design services to another company, a price can be negotiated to hand over the open files. Once the open files are handed over, Peri Peri Creative takes no responsibility for issues with opening specific file types, design layers that might not be portrayed correctly due to the lack of specific programs/software used by the designer, missing font's elements, or for any advertising or print work done from the open file that was handed over that might be faulty. The open files that will be handed over will be of the design only and not the history of the files that may or may not include changes done.

### **Graphic Design**

19. Design work packages and limitations as set out on quotation and/or agreement apply.
20. After the approval of a design element (logo, business card, etc.) changes will be charged at R350 per hour.



### **Websites**

21. Peri Peri Creative will act as service provider and will not be held responsible for content supplied by the client. Content can be written for the client by Peri Peri Creative at R 550.00 per page. Copy writing however will be quoted on job specification.
22. Peri Peri Creative reserves the right to refuse any material it deems offensive.
23. Once a demo-site or a design has been approved by the client (in writing per email), Peri Peri Creative will not be held responsible for any errors, grammar or spelling mistakes that get detected after the launch, print or publication. It is the client's responsibility to double check all information, unless Peri Peri Creative was contracted to do Content Writing.
24. After the launch of a website developed by Peri Peri Creative, changes will be charged at R 450.00 per hour. This includes image resizing and uploads. R550.00 per hour will be charged for changes and uploads onto websites that has not been developed by Peri Peri Creative.
25. After the launch of a website the client will be granted "Editor" access to the CMS. If the client wants full Administrator/Super Admin access, Peri Peri Creative will distance themselves completely from the site and will not take any responsibility for anything that might go wrong on the site after access has been granted. Peri Peri Creative will be willing to assist with fixing issues at our normal website changes/update charges of R450 per hour.

### **Definitions:**

#### **Administrator**

On a regular CMS install, Administrator is the most powerful user role. Users with the administrator role can add new posts, edit any posts by any users on the site, and even delete those posts.

They can install, edit, and delete plugins as well as themes. Most importantly an administrator user can add new users to the site, change information about existing users including their passwords as well as delete any user (yes other administrators too).

This role is basically reserved for site developers and gives you the full control of your site.

If you are running a multi-user CMS site, then you need to be very careful who you assign an administrator user role.

#### **Editor**

Users with the editor role have full control on the content sections your website. They can add, edit, publish, and delete any posts on the site including the ones written by others. An editor can moderate, edit, and delete comments as well.

Editors do not have access to change site settings, install plugins and themes, or add new users.

26. Unless the client is on a maintenance package or retainer with Peri Peri Creative, Peri Peri Creative is not responsible for website maintenance, upkeep or updates launched by the CMS or any plugin/application installed on the site. If a client is on a maintenance package or retainer with Peri Peri Creative, ONLY "Editor" privileges will be granted to the client.



### **Rent-a-Site**

27. This agreement entitles the client to the services as set out in the Rent-a-Site agreement document only. This includes and is limited to:

- a. Hosting
- b. Standard 5 page content website. An example of such a website structure is:
  - i. Home
  - ii. About us
  - iii. Services/Products (no click outs)
  - iv. Gallery
  - v. Contact us

28. If other services are desired/required, please contact Peri Peri Creative for a new quotation that will include the services.

29. The payment structure for this agreement is set out in each Rent-a-Site agreement document at "PAYMENT & DEBIT ORDER AGREEMENT"

30. Payments for this agreement can only be done via debit order. A debit order form is attached at the bottom of these agreements.

31. The agreement is valid for a minimum of 2 years (24 months). After the 2 years have expired, the client can either continue with the service as it was before. This entitles the client to a new website at the end of the 2 years which will extend the agreement again for 2 years. This cycle can be repeated for as long as the client wishes,

OR

If the client does not want a new website after a 2 year cycle, the cycle ends and the debit order can be adjusted to either:

- a. R100 for hosting only; or
- b. R100 + R300 for hosting & continues website maintenance as set out in this agreement document below; or
- c. The price for whatever other service/change/enhancement they wish to add to/deduct from their agreement; or
- d. The agreement can be cancelled in total with a 30 calendar days' notice in the last month of a 2 year cycle.

Any of these changes must be done in writing.

32. Any transfer of services, hosting or other, can only be done after a completed 2 year cycle, with a 30 calendar days' notice in the last month of a 2 year cycle and only if the account is up to date. This must be done in writing.

33. This agreement cannot be terminated within any 2 year cycle, unless a legitimate reason can be provided. An example would be that the client's company closed down. Proof of whatever the reason is must be provided as well as written termination orders. If this reason is accepted by Peri Peri Creative a balance outstanding for provided services will be calculated by Peri Peri Creative and the amount will be due before the agreement is terminated.



### **Retainers**

34. Retainer options are available for clients who require a lot of constant work.
35. Peri Peri Creative and the client will have a meeting where all the services required will be discussed and agreed upon. A separate document will be drawn up by Peri Peri Creative explaining all the services and the costs attached to it, as well as the limitations of the retainer and both parties will have to agree to and sign the document before any services will be delivered or the retainer will be seen as finalised.
36. If a client is on a retainer agreement and want to cancel, they must do so with a 30 days written notice. The value of all the work already completed, handed over or not, will be calculated, if any amounts have been paid it will be deducted from that value, and the amount outstanding will become due immediately.
37. All retainer fees MUST be paid via Debit Order. On the retainer agreement there will be a debit order form that must be completed together with the retainer document, signed and sent back to Peri Peri Creative.
38. If the time the retainer started or the setup of the services on the retainer requires a deposit, the deposit must be paid and proof of payment sent to Peri Peri Creative, together with the completed and signed retainer document before any services will be delivered and the retainer will be seen as finalised.

### **Printing**

39. All amounts quoted on the quotation and/or agreement is design and development costs ONLY, unless otherwise specified. Printing costs will be determined once the client has chosen specific printing options and quotes from printers have been received. A separate invoice will be generated with printing costs and needs to be paid in full before any printing will be ordered, or the printing cost will form part of the 1<sup>st</sup> deposit/1<sup>st</sup> instalment payable. These are the terms of all the printing entities. Peri Peri Creative can only give a reliable timeframe for print work completion once payment has been received, designs approved and the request for print has been given to us in writing. Peri Peri Creative cannot be held responsible for technical errors at the designated printing entity that may result in late printing deliveries.

### **Hosting**

40. Domains are hosted at a monthly fee of R100.00. Yearly domain renewals are split up and calculated into the monthly hosting fee. This is to ensure that our clients are not left without a website or communication seeing that email addresses and the website is connected to the domain.
41. If domain hosting fees are not paid by the due date as per the invoice, Peri Peri Creative reserves the right to suspend the domain without prior warning. Domains can be re-activated again once ALL outstanding fees and a re-activation fee have been paid. This also counts for cancelling or transferring a domain. Tickets will only be accepted or domains cancelled with a written 30 days'



notice and only if ALL domain hosting fees have been paid up to date. This is the standard practice of all hosting companies.

42. As Peri Peri Creative uses a 3<sup>rd</sup> party company for hosting purposes (Afrihost), it is of the utmost importance to also read and understand this company's Terms and Conditions. By signing the Peri Peri Creative Terms and Conditions, you are also agreeing to the Afrihost General, Domains and Web Hosting AND Domain Registration Terms and Conditions.

[https://www.afrihost.com/site/page/terms\\_and\\_conditions/general](https://www.afrihost.com/site/page/terms_and_conditions/general)

[https://www.afrihost.com/site/page/terms\\_and\\_conditions/domain\\_and\\_hosting](https://www.afrihost.com/site/page/terms_and_conditions/domain_and_hosting)

[https://www.afrihost.com/site/page/terms\\_and\\_conditions/domain\\_registration\\_service\\_terms](https://www.afrihost.com/site/page/terms_and_conditions/domain_registration_service_terms)

### **DECLARATION:**

- I declare that I have read and understood this document, the services I have asked for, as well as the terms & conditions as set out above and the rest of the declaration below.
- I declare that the information given by me is true and correct.
- I have selected the correct product package and understand the service I will be receiving from Peri Peri Creative.
- I understand that the conclusion of an agreement with Peri Peri Creative may be subject to credit vetting.
- I warrant that I have the contractual capacity and/or am duly authorised to enter into this agreement with Peri Peri Creative.
- I understand that important clauses in this agreement, which may limit Peri Peri Creative's responsibility or involve some risk for me, may be in bold or italics. I have paid special attention to these clauses. I also understand that every clause is important and that by signing this application I agree to everything in it.
- I agree that Peri Peri Creative reserves the right, unless specifically instructed by me and agreed to by both parties in writing, to use any designs, marketing material created, websites developed, etc. for their work portfolio on the [www.peripericreative.co.za](http://www.peripericreative.co.za) website, or any other Peri Peri Creative marketing material in which their work needs to be showcased, without necessarily getting written permission from me beforehand.

