# Terms and Conditions

## **1. General**

1.1 These terms and conditions:
(a) apply to all work done by Pinkfrog (b) together with the customer’s written confirmation of the Company’s written proposal (the Job Card) contain the entire agreement (the Agreement) of the parties as to their subject matter.

1.2 Neither party is bound:
(a) to any agreement for work to be undertaken by the Company; or
(b) by any condition, warranty, representation or undertaking of any kind, whether express or implied;
except as set forth in the Agreement.

1.3 The Company may amend these terms and conditions at any time but no amendment or modification of the Agreement shall be valid unless in writing and signed by both parties.

## **2. Working Hours & Communication**

2.1 You can contact me from Monday - Friday (8h00 - 17h00) via email.

* Please allow a 24hr response time for replies on emails or messages.
* I will not take debriefs or reverts over a WhatsApp message.
* If you need to contact me urgently please mark the email Subject as URGENT and I will do my best to attend to your email as soon as possible.
* Please note that all work is scheduled and interruptions hinder the creative and efficiency process so I will not take calls or reply to messages while in a scheduled work session/meeting where I'm working on client projects, being creative and creating magic.

Please email me for any queries, debriefs, reverts or to schedule meeting/consultation.

**3. Execution of the Work**

3.1 The work (the Works) to be undertaken by the Company is as described in the Job Card.

3.2 The final execution of the Works is subject to the written approval of the customer, which approval constitutes the customer’s final acceptance of the Works “as is” and who, with effect from that approval, is solely is responsible for any errors in the Works.

3.3 The customer:
(a) Undertakes to furnish the Company in the format specified on the Job Card (normally MS Word or Excel format):
(i) all material described in the Job Card which may include email address lists; and
(ii) any other material reasonably required of the customer in order to enable the Company to execute the Works.
(b) Authorises the Company to append the tag line:
(i) “webdesign by Pinkfrog”, hyperlinked to the Company’s web site, on each page of any website produced by the Company in the execution of the Works; and
(ii) append its logo and/or an email disclaimer on all emails sent for the Customer in the execution of the Works.
(c) Acknowledges that:
(i) Insofar the Company publishes anything or procures the publication of anything in the execution of the Works, it does so with the authority of the customer and as its agent; and
(ii) by supplying the Company with email addresses, it authorises the Company to use those email addresses as its agent for the purposes of executing the Works, which authority includes the Company authorising third party electronic mail services providers to also use those addresses for this purpose.
(iii) Such email service providers will require the customer to abide by their terms and conditions of use, which the customer agrees to do.
(d) Warrants that:
(i) none of the material referred to in clause 2.3 breaches any rights of copyright that may repose in such material, or any other intellectual property rights of any person; and
(ii) any email addresses that it supplies to the Company are accurate, have been lawfully obtained, and may be lawfully used by the Company in the execution of the Works.

3.4 The Company warrants that it shall not use nor authorise any other person to use email addresses supplied by the customer, or any other material supplied by the customer, otherwise than in the execution of the Works, or with the customer’s written consent.

3.5 While the Company undertakes to take reasonable measures to protect the integrity of the material supplied to it by the customer, all electronic data compiled or published in the execution of the Works (the Data), the Company makes no warranties in this regard. The customer is solely responsible for backing up and otherwise protecting and ensuring the integrity of the Data.

**4. Payment**

4.1 The fees payable to the Company are as set out in the Job Card and on Invoice, which are payable free of exchange and without deduction set off or demand by electronic transfer into the Company’s nominated bank account, once the customer notifies the Company in writing and accepts the Works as ready for publication. The Company may however require a 50% (fifty percent) non-refundable deposit upon the Company’s receipt of the written confirmation of the Company’s proposal referred to in clause 1.1(b) in respect of work done in connection with website design.

4.2 All amounts payable to the Company are quoted VAT not applicable, unless the contrary is stated on the Job Card.

4.3 The Company may suspend the execution of the Works or any portion of the Works for so long as the customer is in default of any obligation owing by it to the Company.

4.4 All material supplied by the Company in the execution of the works remains the Company’s property until such time as the Company has been paid in full.

4.5 A 50% deposit is required before the start of any project/job. The job will only be booked into the studio once I have
received this payment as well as all the content. Delivery of first proof/concept can take between 7-10 working days depending on the scale of
the job.
Full payment is required before I release the final project or print-ready artwork.

4.6 Should you wish to cancel the job at some point, there is a 50% cancellation fee, which is the 50% deposit you have
paid. This will cover my time and resources spent on the job thus far.

**5. MEETINGS & CONSULTATIONS**

5.1 An online briefing/meeting is included in the initial project cost. (Est time: 1hr)
5.2 During the project should a meeting or consultation be required the cost for these consultations are as follows:
Minimum 1 hr
1 hr = R450
2hr = R800

**6. DESIGN**
6.1 A design proof/concept will be sent to you based on the design brief supplied - please note the more involved your
brief is, the more likely the design proof will be on point.

- there will be 2 different design concepts/layouts to choose from which will showcase the look & feel as well as the navigation of the site

- once the design concept has been accepted, I will continue to develop the site page by page in this order

* Header
* Footer
* Menu
* Home Page
* Contact Page
* About Page
* Other Pages

6.2 the pages / sections will be signed off as we proceed to each one.

6.3 Within this cost, you will be allowed 3 x minor reverts to design/copy/layout thereafter any additional changes will be
charged per hr at a rate of R450 p/hr.
6.4 Should you decide to go back and make signification changes to a page or section after sign off or change the brief or more than 50% of the designs concepts that have been presented to you, this will count as a redesign and you will be charged at the hourly rate of R450 for a redesigning the elements you required changed.

**7. COPY/CONTENT**
7.1 All copy/text/content to be supplied in a word doc with all information there and spelling checked.
7.2 Should you need content created, please advise and I will quote separately for copywriting based on your brief.

**8. IMAGERY**
8.1 All imagery to be supplied as high-res jpg, 300 dpi. Otherwise, I can purchase stock imagery (standard licence) and
add this to your invoice at R150 per image/download.
8.2 Should an enhanced licence be required, this will be advised and quoted on.
8.3 Should you want or need a photoshoot please advise and I will quote separately according to your brief.

**9. PRINT**
9.1 Any print required will be quoted separately from a design quote. I will also not be held responsible for any printing
jobs. (once a job is signed off, you are responsible should there be any errors thereafter)
9.2 Should you use your own printer for any print jobs, I will also not be held liable for any print errors whatsoever.

**10.URGENT JOBS**
10.1 Should you have an urgent job that needs to get done ASAP, this can be done but with an added cost.
10.2 Should your project need to be delivered within 3 working days an urgency fee added of 25% of the total cost of the
project invoice.
10.3 Should your project need to be delivered within in 24hrs, and this requires me working through the night, then a 50%
urgency fee will be added to the total cost of the project invoice.

**11. COST ESTIMATE**
11.1 Any costs that are sent to you are purely estimates, and based on the number of changes or debriefs, or
images bought/content added, the amounts will be added to an updated cost estimate and once approved will be invoiced accordingly.

**12. Termination**

12.1 The Company may in its sole discretion either suspend its execution of the Works or terminate the Agreement or both if:
(a) the customer breaches any of the warranties set out in clause 2.3; or
(b) any mail service provider referred to in clause 2.3(c) informs the Company that the dispatch of electronic communications to the email addresses supplied by the customer constitutes spam and/or is blacklisted

12.2 Either party may (without prejudice to any rights stipulated in this Agreement or otherwise) terminate this agreement in the event of a material breach of this Agreement by the other, provided the party breaching a material term of this Agreement is notified in writing of that breach and then fails to remedy such breach within 21 (twenty-one) days (or if that period is an unreasonably short period of time within which to rectify the breach, a reasonable period of time) of receipt of a written notice from the other party calling on it to do so.

**13. Claims and Indemnities**

The customer waives all and any claims it may have against the Company howsoever arising from the Company’s execution of the Works (other than claims for intentional wrongdoing) and indemnifies the Company against all and any claims that may be brought against the Company howsoever those claims may arise from the execution of the Works.