



Web Designing Terms and Conditions

The terms and conditions stated in this document apply to all Grey Swan Designs (Pty) Ltd Clients unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Grey Swan Designs (Pty) Ltd and the Client. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between Grey Swan Designs (Pty) Ltd and the Client then the terms and conditions hereunder will apply.

Please note that these Terms and Conditions are Subject to updates. As and when these occur you will be notified where you can download an updated version.

1. ESTIMATES/QUOTES

1.1 Grey Swan Designs (Pty) Ltd may provide Clients with initial estimates, otherwise referred to as quotations, for projects on request. The final project value may vary from the initial quotation if additions are requested to the original scope of work.

1.2 Grey Swan Designs (Pty) Ltd will provide quotations in writing by email to Clients. Acceptance by a Client of a Grey Swan Designs (Pty) Ltd estimate is subject to acceptance of the terms and conditions unless specifically agreed in writing between the Client and Grey Swan Designs (Pty) Ltd to the contrary.

2. INVOICING & PAYMENT TERMS

2.1 Grey Swan Designs (Pty) Ltd standard payment terms are 3 days from the date of invoice.

2.2 New projects full payment for the commencement of a project.

2.3 Monthly or retainer invoices will be invoiced by the 20th of the month and needs to be paid before the end of the month in which the invoice was issued. Late payment will result in interest being charged to the account and a suspension hosting services. A R200 reconnection fee will be charged.

2.4 Grey Swan Designs (Pty) Ltd reserves the right to increase their pricing in line with the official annual inflation rate each year, which is obtained from Statistic South Africa's latest available Consumer Price Index (CPI) Headline Report.

2.5 Since domains is a monthly reoccurring expense, we may charge you if any project is delayed for longer than 30 days.



3. PROJECT TERMS

3.1 Unless expressly agreed in writing to the contrary Grey Swan Designs (Pty) Ltd will not accept liability to the Client for unforeseen delays in completing a project.

3.2 In the event that there is a delay in the completion of a project, Grey Swan Designs (Pty) Ltd will communicate such delays to the Client in writing via email.

3.3 All website or online marketing tactic setup content needs to be provided by the client within 2 weeks of a deposit being paid to commence a project.

3.4 All Graphic design content needs to be provided within 1 week of a deposit being paid to commence a project.

3.5 The client is required to provide Grey Swan Designs (Pty) Ltd with all the content required for a project within the period detailed above. Should the client delay issuing Grey Swan Designs (Pty) Ltd with the content required for the project, Grey Swan Designs (Pty) Ltd reserves the right to adjust the expected completion date. In such instances, Grey Swan Designs (Pty) Ltd will start to bill the client the monthly maintenance fee as agreed upon.

4. ONGOING MAINTENANCE AND SUPPORT

4.1 Maintenance does not mean “eyes on the website” all the time and issues on the website still need to be reported to Grey Swan Designs (Pty) Ltd.’s support department.

4.2 Similarly, hosting up time remains the responsibility of our ISP and do not fall under any maintenance agreement. Clients will however be informed of such downtime.

5. TERMINATION OF SERVICE

5.1 Cancellation of any products or services may be made at any time by providing Grey Swan Designs (Pty) Ltd with a cancellation request 1 calendar month in advance, in writing.

5.2 In the event of cancellation of the agreement prior to the completion of the cancellation period, Grey Swan Designs (Pty) Ltd reserves the right to pursue any of the following: (1) remove equipment, software, services or resources owned by the Company, (2) bring legal action against the Client for contractual breach or (3) remove any created websites, graphics, content, links, advertising and accounts.



6. 3RD PARTY SERVICES

6.1 Grey Swan Designs (Pty) Ltd will offer to Clients' third party services such as those offered by Google to enhance the performance of their websites. Grey Swan Designs (Pty) Ltd may include in quotations the setup and maintenance of such third party services. Grey Swan Designs (Pty) Ltd will not be liable to the Client for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

7. WEBSITE DEVELOPMENT AND DESIGN TERMS AND CONDITIONS

7.1 Additional pages above the scope of work agreed will be quoted separately.

7.2 All E-commerce websites will come with Flat Rate shipping. It is the client's responsibility to negotiate shipping costs with his/her preferred supplier and to provide Grey Swan Designs (Pty) Ltd with specified flat rates. Alternative Shipping Plugin purchase and configuration fall out of the scope of work, unless specifically quoted for.

7.3 All e-commerce website will have C.O.D and EFT payment as the default payment options. Any other supported payment gateways will be quoted separately.

7.4 The client agrees that all content provided by the client including articles, website wording, graphics and videos are owned by the client and free of any copyright infringement.

7.5 Viruses & Outdated Websites, Grey Swan Designs (Pty) Ltd makes every effort to take security precautions on our Clients websites, this includes the relevant security plugins which keeps its servers secure, wherever possible. However, we cannot guarantee the prevention of hacks, viruses or unexpected data deletion and cannot be held liable for any such damages as a result.

7.6 You agree to defend, indemnify, save and hold harmless, Grey Swan Designs (Pty)Ltd and its officers, directors, agents, affiliates, and employees from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorney fees arising from or in any way relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from Grey Swan Designs (Pty) Ltd.



8. SEO TERMS AND CONDITIONS

8.1 Grey Swan Designs (Pty) Ltd accepts neither responsibility nor liability to the Client for the actual rankings achieved or how such rankings may vary over time. Search engines are known to change their algorithms and in such doing rankings and traffic may fluctuate.

9. EMAIL MARKETING TERMS AND CONDITIONS

9.1 Grey Swan Designs (Pty) Ltd will assist with email setup on client's laptop or computer making use of remote support software subject to our standard rates and remote support terms.

9.2 Each domain product comes with a certain amount of disk space. Clients will be notified when they are reaching this limit. It remains the client's responsibility to clean up mailboxes to prevent reaching this limit Grey Swan Designs (Pty) Ltd cannot be held responsible for failure to clean mailboxes. Failure to do so may result in email delivery issues or website performance issue.

10. HOSTING TERMS AND CONDITIONS

10.1 Grey Swan Designs (Pty) Ltd will invoice for domain renewals on an annual basis. This is only applicable for websites hosted and maintained by Grey Swan Designs (Pty)Ltd

10.2 Grey Swan Designs (Pty) Ltd will not be liable to the Client for any compensation in respect of any downtime that may occur with the hosting of their website(s).

10.3 In the event that a Client wishes to move their website to another web server supported by another party, then Grey Swan Designs (Pty) Ltd will cooperate fully, subject to all outstanding amounts being paid up in full, in some instances a transfer fee will be applicable.

10.4 Grey Swan Designs (Pty) Ltd will troubleshoot any problems reported by the Client with their email. If the problem is due to an omission by Grey Swan Designs (Pty) Ltd then no charge will be made to the Client. If the problem is not due to an omission by Grey Swan Designs (Pty) Ltd then the Client will be charged

10.5 Login details and passwords need to be kept confidential and secure. Grey Swan Designs (Pty) Ltd will not be held accountable for email account/website hacks. We do not keep passwords on record and will subject any password request to security measures deemed sufficient to legitimize the request



11. GENERAL SERVICE DISCLAIMERS

The Client acknowledges the following with respect to services:

11.1 Grey Swan Designs (Pty) Ltd accepts no responsibility for policies of Google, third-party search engines, directories or other websites (“Third-Party Resources”) that the Client may submit to with respect to the classification or type of content it accepts, whether now or in the future. The Client’s web site or content may be excluded or banned from any Third-Party Resource at any time and the Client agrees not to hold Grey Swan Designs (Pty) Ltd responsible for any liability or actions taken by Third-Party Resources under this Agreement.

11.2 The Client furthermore acknowledges that the nature of many of the resources the Grey Swan Designs (Pty) Ltd may employ under this Agreement are competitive, therefore Grey Swan Designs (Pty) Ltd does not guarantee top rankings, consistent positioning or specific performance of any strategies employed and the Client accepts that the Grey Swan Designs (Pty) Ltd past performance is not indicative of any future results the Client may experience.

11.3 The Client recognizes that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion and that internet advertising may be subject to the individual advertising network’s policies and procedures.

11.4 The Client accepts that Google AdWords, search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.

11.5 The Client acknowledges that search engines may drop listings from its database for no apparent or predictable reason. The Company shall re-submit resources to the search engine based on the current policies of the search engine in question.

11.6 Grey Swan Designs (Pty) Ltd will endeavor to make every effort to keep the Client informed of any changes that Grey Swan Designs (Pty) Ltd is made aware of that impact any of the campaigns and strategies and the execution thereof under this Agreement. The Client also acknowledges that Grey Swan Designs (Pty) Ltd may not become aware of changes to third-party resources, industry changes or any other changes that may or may not affect campaigns or services.

11.7 Grey Swan Designs (Pty) Ltd, for the duration of this agreement, may develop design strategies and codes, which, in Grey Swan Designs (Pty) Ltd.’s opinion improve the Client’s website. Grey Swan Designs (Pty) Ltd and the Client will review these suggestions together and once mutual agreement is reached activate these changes.

11.8 Third-Party Resources, particularly Facebook, change their layout and can very often affect any business page installations and applications. The Company will not be held liable for these changes and, should work need to be done to rectify, then a new “quote” would need to be drawn up.



11.9 Grey Swan Designs (Pty) Ltd and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

12. COPYRIGHT

12.1 The source code of all website web pages remains the intellectual property of Grey Swan Designs (Pty) Ltd until such time as payment is made in full by the client and may not be copied and used by any other party without the consent of Grey Swan Designs (Pty)Ltd.

12.2 All scripts, CSS and include files used within Client websites, remains the intellectual property of Grey Swan Designs (Pty) Ltd until such time as payment is made in full by the client and may not be copied and used by any other party without the written consent of Grey Swan Designs (Pty)Ltd.

12.3 The stored procedures, functions and triggers programmed into SQL Databases remain the intellectual property of Grey Swan Designs (Pty) Ltd until such time as payment is made in full by the client and may not be copied and used by any other party without the consent of Grey Swan Designs (Pty)Ltd.

12.4 All Client logo images, images unique to the Client, i.e. of their premises, workforce and their business, plus all written copy, belong to the Client and are covered under their copyright. Grey Swan Designs (Pty) Ltd will not reuse Client written content or images without the express permission of the Client.

12.5 Grey Swan Designs (Pty) Ltd will not be liable for any copyright infringements committed by the Client with regards to content provided for marketing materials. The Client hereby agrees that all content submitted to Grey Swan Designs (Pty) Ltd is original content and not copied off other websites as copying content of other online assets will directly impact Grey Swan Designs (Pty) Ltd ability to run an effective marketing strategy for the Client.

12.6 The Client and the Company acknowledge and agree that the Specifications and all other documents and information related to the development of the Grey Swan Designs (Pty) Ltd Campaign (the “Confidential Information”) will constitute valuable trade secrets of the Company. The Client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the Company’s prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.



13. BREACH

13.1 In the event that the Client does not pay an invoice within the time frame allocated in the invoice, then Grey Swan Designs (Pty) Ltd has the right to suspend all further works for that Client until such time as payment is made in full.

13.2 In the event that the Client does not pay maintenance invoice within 30 days of the due date, then Grey Swan Designs (Pty) Ltd reserve the right to turn off any website hosting until such time as the invoice is paid in full.

13.3 In the event that the Client becomes insolvent or goes into liquidation Grey Swan Designs (Pty) Ltd have the right to immediately terminate their contract with the Client and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.

13.4 In the event that a Client delays the progress of a project with Grey Swan Designs (Pty) Ltd then Grey Swan Designs (Pty) Ltd will be entitled to give 14 days' written notice to the Client. If the Client does not satisfactorily remedy the cause(s) of the delay, within the 14 day notice period, then Grey Swan Designs (Pty) Ltd will have the right to terminate the service. Grey Swan Designs (Pty) Ltd will invoice the Client for the full value of works carried out to-date.

13.5 In the event the Client fails to make any of the payments referenced in deadline set forth, Grey Swan Designs (Pty) Ltd has the right, but is not obliged, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned by the Company or (3) bring legal action.

14. WHAT CAN BE EXPECTED OF US

14.1 We aim to achieve the highest level of client satisfaction and for our clients to have absolute faith in our standard of work and the professional manner in which we conduct business. We will:

- be friendly, courteous and helpful when contacted
- make every effort to explain things clearly and in terms you can understand, keeping jargon to a minimum
- agree with you the type of service you can expect to receive
- respond to your phone calls, emails and letters in a timely manner
- treat all clients fairly
- confidentiality

15. WHAT WE EXPECT OF OUR CLIENTS



15.1 We expect you to:

- provide any information that has been requested within agreed timescales
- pay all invoices within the payment terms defined in our agreement
- let us know in advance if you are unable to do this, or if your circumstances change

16. IMPROVING OUR SERVICES

16.1 We are keen to improve our high level of Client service and welcome any comments that you have, either complimentary or critical. If a project has not met its targets we would appreciate your feedback about what we can do to avoid the situation in future. We want our clients to be 100% happy with the service they receive.