

# **Web Development & Graphic Design: Terms & Conditions**

The following Terms and Conditions of Service apply to all artwork, graphic design, development, print and services provided by JR Development.

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. JR Development reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

All design work is carried out by JR Development on the understanding that the client has agreed to abide by these terms and conditions.

## **Acceptance of Quotation and Terms and Conditions**

- Quotations are valid for a period of 7 days.
- The placement of an order for design and/or any other services offered by JR Development, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the client and JR Development.

## **Design Fees & Payment**

- Fees for design services to be provided by JR Development, will be set out in the written estimate or quotation that is provided to the client.
- At the time of the client's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due.
- Work on the project will not commence until JR Development has received the 50% deposit.

- Publication and/or release of work done by JR Development on behalf of the client, may not take place before funds have cleared.
- An account shall be considered default if it remains unpaid for 3 days from the date of invoice, or following a returned cheque. JR Development shall be considered entitled to remove JR Development's and/or the client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers, development and libraries.
- Removal of such materials does not relieve the client of it's obligation to pay the due amount. Clients whose accounts become default agree to pay JR Development reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### **Copyrights, Ownership and Trademarks**

- By supplying text, images and other data to JR Development for inclusion in the client's brochure / website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.
- By supplying images, text, or any other data to JR Development, the client grants JR Development permission to use this material freely in the pursuit of the design and to utilise the designs in JR Development's portfolio unless agreed otherwise.
- Should JR Development, or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow JR Development to remove and/or replace the file.
- The client agrees to fully indemnify and hold JR Development 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.
- JR Development may use any Artwork/design for it's own promotion and portfolio use

- Copyright of all graphic design work is retained by JR Development including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.
- If multiple design concepts are submitted, only one concept is deemed to be given by JR Development as fulfilling the contract. All other artwork designs remain the property of JR Development, unless agreed in writing.

### **Alterations, Revisions and Supply of Content**

- The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.
- The client also agrees that JR Development holds no responsibility for any amendments made by any third party, before or after a design is published.
- Unless otherwise negotiated or JR Development's copywriting services are used, the client must supply text for their project in text file format at the start of the project as well as graphics (logos, images, etc.) to be used. Text should be as close as reasonably possible to final format, with accuracy of content, spelling and grammar checked and little or no formatting (includes text from previous websites). JR Development assumes all written content adheres to copyright laws.
- Images are also expected to be supplied before work begins, unless by prior negotiation or if using JR Development's photography or stock image services. Images should be supplied in the highest resolution electronic format possible, i.e. logos/images in original Illustrator / Photoshop format, or hi-res JPEG files (300 dpi). JR Development assumes that all correct permissions have been sought and/or royalties paid for images used.
- Unless otherwise quoted or negotiated, projects include two rounds of minor changes or author's revisions of the chosen project only. Following two revisions per project, any additional revisions will include an hourly fee to be charged. We will advise you and seek your agreement before proceeding with any work that will incur additional charges.

### **Data Formats**

- Text is to be supplied to JR Development in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail.
- Images which are supplied in an electronic format, are to be provided in a format as prescribed by JR Development via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and JR Development will not be held responsible for any image quality which the client later deems to be unacceptable. JR Development cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.
- Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

### **Design Project Duration**

- Any indication given by JR Development of a design project's duration is to be considered by the client to be an estimation. JR Development cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by JR Development.

### **Designs in General**

- Any design services which does not include guidelines on design elements or indications towards specifications, will only cover 3 design options to choose from. Thereafter section "Alterations, Revisions and Supply of Content" will come into effect.
- Designs will be based on clients CI colors and type of business for design guidelines.
- No more than 3 options will be presented if no specifications towards designs has been given.
- Any additional options requested, an additional hourly fee will be charged.
- The above includes all design services provided by JR Development.
- Sign off on any artwork is deemed on acceptance in writing or communication via email. Upon delivering electronically of any open files towards designs will deem approval of designs and concludes the design phase for such project. Print outcome will not be the responsibility of JR Development when 3rd parties are used. Any request after approval or delivery of open files will be charged at an hourly rate.

## **Website Design / Development Only**

- Once web design is complete, JR Development will provide the client with the opportunity to review the resulting work and once full payment has been received JR Development will provide the login details for the website. JR Development will make one set of minor changes at no extra cost within 30 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, color schemes or any navigation features or plugins. Any minor changes can be notified to JR Development by e-mail.
- Any additional implementation not per scope of received content layout will be charged at an hourly rate.

## **Design Credits**

- The client also agrees to allow JR Development to place all designs on JR Development's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

## **Rights of Refusal**

- JR Development will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. JR Development also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that JR Development does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow JR Development to remove the contravention without hindrance, or penalty. JR Development is to be held in no way responsible for any such data being included.

## **Cancellation**

- If a client cancels or alters any order or part order at any time after JR Development

has received the order, then JR Development reserves the right to render additional costs to the date of such cancellation or alteration.

- Yearly Hosting cancellations must be given 1 calendar month in advance no later than the 22nd of cancellation month. Failure to cancel to prior notice will result in a 50% cancellation fee as per yearly cost.
- The above also complies to any domains registered which needs to be cancelled.
- Note upon cancelling any of the above services JR Development is not responsible for any data/email loss during the termination.

## **Disclaimer**

- JR Development makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. JR Development will not be held responsible for any and all damages resulting from products and/or services it supplies. JR Development is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold JR Development responsible for any such loss or damage. Any claim against JR Development shall be limited to the relevant fee(s) paid by the client.
- JR Development reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. JR Development will not knowingly perform any actions to contravene these and the client also agrees to be sobound.

## **Themes & Plugins**

- All Wordpress premium themes & plugins supplied for all websites (excluding freeware) used remains the property of JR Development. Any updates to themes and

plugins will be charged and monthly cost is also available for updates and maintenance to these products. Plugins & Themes are only valid for onsite.

- JR Development will inform each client after completion of a project towards the cost and options available to maintain these premium features.

## Hosting, Domains & Maintenance

- Invoices are sent out on the 22nd of each month which is payable on or before the 30<sup>th</sup> of each month. Proof of payment must be sent to [info@jr-dev.co.za](mailto:info@jr-dev.co.za)
- First reminders on outstanding payments will be sent 24hrs after due date.
- A fee (R80) will be charged for late payments on second reminder (48hr after due date) or payments into the wrong account.
- On the third reminder, services will be cancelled/suspended and a reactivation fee (R120) will be payable with all outstanding fees due.

## Stock Images

- Stock images are supplied by Freepik and limited to only Freepik.
- All quotes include stock images which is supplied by Freepik and limited to only 50 stock images.
- On the request of more stock images – quotation will be provided.

## App Development

- JR Development provides 1 beta & 1 final build for app development on both Android and iOS platforms.
- JR Development does not guarantee the approval of publishing to the above platforms (Google Play & iOS Store). In the case that apps publishing has been denied, JR Development will provide 1 review and attempt to publish said app on platform stores again.
- Any other reviews or alterations after the second attempt to publish will result in additional cost which will be provided to the client beforehand.



- JR Development provides these services as per clients brief of template designs and any other alterations or functionalities will be billed separately.

### **Dormant Projects**

- Any project in progress which stays dormant for more than 2 months will be invoices for outstanding payment.
- This includes all projects completed on JR Development behalf as requested and awaiting content from client.
- Any projects dormant for more than 3 month will include an hourly fee to be charged to continue any outstanding work. This is for outstanding content which client needed to supply.
- These includes any projects which does not have an agreed upon deadline.

## **Terms & Conditions**

JR Development preserves the right to update these terms and conditions as it sees fit.

Any quotation accepted is in agreement with the above-mentioned Terms & Conditions.