



Terms & Conditions

The following terms and conditions apply to all design / web design services provided by Stella V to the Client.

Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a 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.

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.

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.

Design Credit

The Client also agrees that the any project or website designed for the Client may be presented in Stella V's portfolio.

A link to Stella V will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 25% of the total design charges will be applied.

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Turnaround Time and Content Control

Stella V will publicly post and supply the project by the date specified in the project proposal, or at date agreed with Client upon Stella V receiving initial payment, unless a delay is specifically requested by the Client and agreed by Stella V.

In return, the Client agrees to delegate a single individual as a primary contact to aid Stella V throughout the project timeframe.

During the project, Stella V will require the Client to provide all write ups, website content; text, images, video and sound files where required, unless otherwise discussed.

Domain Names

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

Client Review

Stella V will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website design is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Stella V otherwise within seven (7) days of the date the materials are made available to the Client.

Failure to provide required content:

Stella V is a small business, to remain efficient we must ensure that our projects are carried out in the scheduled timeframe. On occasions we may have to reject and adjust other projects and enquiries to ensure that your work is completed in the agreed timeframe.

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This is why we need you to provide all the required information in advance. On any occasion where progress cannot be made with your project because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered in a Microsoft Word, email (or similar) or Google doc format. The document must be named according to the project or webpage. The supplied document must represent the content of the relevant information to your project or pages on your website. Contact us if you need clarification on this.

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 (text files delivered on disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Stella V to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

Access Requirements

If the Client's website is to be installed on a third-party server, Stella V 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.

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Web Browser compatibility

Stella V makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Stella V cannot guarantee correct functionality with all browser software across different operating systems, but we will go above and beyond to ensure compatibility as far as possible.

Stella V cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Stella V reserves the right to quote for any work involved in changing the website design for it to work with updated browser software.

Post-Placement Alterations

Stella V cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Stella V 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 Stella V permission and rights for use of the same and agrees to indemnify and hold harmless Stella V from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Evidence of permissions and authorities may be requested.

Social Media Management

Social Media Management is defined as helping a client to promote their products or services through social media channels. Stella V will honour the components of your chosen social media package, providing an agreement to a minimum 3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

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Indemnity

Stella V services may be used for lawful purposes only. You agree to indemnify and hold Stella V harmless from any claims resulting from your use of our service that damages you or any other party.

Payment

Payment for services to be provided by Stella V are defined in the project quotation/proposal that the Client receives via e-mail. Quotations/proposals are valid for a period of 30 days. Stella V reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all design and web design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before any work is started on a project. The remaining fifty (50) percent of the project total is due upon completion of the work, prior to release of materials or going live with your website.

Full payment is required upon completion, but before publishing the live website. 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 thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of twenty percent (20%) per month of the total amount due.

Payment for services is due by EFT. Bank details will be made available on invoices.

Default accounts

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default has any information or files on Stella V servers, Stella V will, at its own discretion, remove all such material from its server. Stella V 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 agree to pay Stella V reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Stella V in enforcing these Terms and Conditions.

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Additional Expenses

Client agrees to reimburse Stella V for any additional expenses necessary for the completion of the work. All additional expenses will be approved by the client. Examples of expenses are but not limited to the purchase of special fonts, stock photos, sample prints etc. All within scope of the project.

Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephonic 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. Termination of any monthly retainer services by the Client must be requested in a written 30 days notice and will be effective on receipt of such notice.

Refunds and Cancellations

Payments for custom design projects are made to us in increments as a courtesy to the client, or as a upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by Stella V and if applicable, a fee for all work completed beyond what was already paid, for shall be paid by the client.

Website Hosting Refunds and Cancellations

Payments for past months of web hosting are non-refundable. Hosting accounts are set up at the time of order and are allotted a specific amount of server resources, according to the plan purchased. If client did not make use of the account, payment for services is still due. Hosting accounts are not cancelled until notice is received from the client in writing, or until 15 days after due date of payment not received. If client paid for hosting account for 12 months ahead and cancels service before plan expiration date, the amount is non-refundable.

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If client received free products and/or services with their hosting plan purchase, the value of the free services will be deducted from the refund amount. Stella V reserves the right disable and/or terminate a user's account if a user is found in violation of the terms. Accounts terminated due to policy violations will not be refunded.

Governing Law

This Agreement shall be governed by The Laws of South Africa.

Liability

Stella V hereby excludes itself, it's Employees and, or Agents from all and any liability from:

Loss or damage caused by any inaccuracy;

Loss or damage caused by omission;

Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the design or web design;

Loss or damage to clients' artwork/photos, supplied for the project or website. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Stella V to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

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