

Fine Designs Terms & Conditions:

These terms and conditions apply to all commissions. Additional terms and conditions relating to web design & hosting and email marketing are also included.

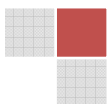
All services provided by Leelan Creative CC (CK 2011/083361/23) t/a Fine Designs to the Client are subject to the following general terms and conditions:

Definitions

The Client: The company or individual requesting the services of Fine Designs.

Fine Designs: Primary designer/site owner & employees or affiliates.

1. Any proposal(s) supplied by Fine Designs shall be deemed to include these terms and conditions and an acceptance of any such proposal or tender shall be deemed to be an acceptance of these terms and conditions.
2. The copyright design rights and all other types of intellectual property right in any proposal and any draft designs shall at all times remain with Fine Designs. Any tender draft or proposal shall be treated as confidential information by the Client who shall not divulge nor permit any of its agents, partners or employees to divulge the contents thereof.
3. In the event any proposal is not accepted by the Client all copies of the proposal together with any accompanying documentation shall remain confidential.
4. A proposal is deemed to be accepted where agreement is provided either by email, telephone, mail or fax ("the Commission").
5. Fine Designs cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
6. Upon completion of the Services (brand name, a slogan or a logo) and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Fine Designs assigns to the Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Fine Designs for use by the Client as a Trademark. Fine Designs shall cooperate with the Client and shall execute any additional documents reasonably requested by the Client as evidence of such an assignment. The Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. The Client hereby indemnifies, saves and free Fine Designs from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of the Client's use and/or failure to obtain rights to use or use of the Trademark. For more information, please read the Trade Mark section on the CIPC website www.cipc.co.za
7. Any costing or timetable provided by Fine Designs shall be provided on the basis of the Commission shall hold good for 15 days and if not accepted within that period shall be subject to review and adjustment by Fine Designs.
8. Any statement by Fine Designs as to the date of completion of the Commission is an estimate only. Fine Designs will use reasonable endeavours to comply with any timetable but will be under no liability to the client or any other person in the event the Commission is not completed by the agreed date. Fine Designs alone shall specify when the commission or any stage thereof has been completed.
9. Any alteration to the Commission agreed between the Client and Fine Designs shall entitle Fine Designs to review and adjust any costing or timetable provided to the client.
10. Fine Designs shall have absolute discretion regarding the use of specialist materials or services in completion of the Commission [including (without prejudice to the generality of the foregoing): photography, type-setting, courier services, express deliveries, long distance telephone calls and facsimile transmissions and the client shall fully reimburse Fine Designs for the cost of such items] and may sub-contract such elements of the Commission as it deems appropriate.
11. A deposit must be paid when the agreement/quotation is accepted and the outstanding fees charges and disbursements shall be paid at the delivery of goods/designs, unless otherwise agreed. Fine Designs reserves the right to stop work on the Commission should any account not be paid. Non payment will result in legal action being taken if necessary.
12. Fine Designs reserves the right to require the client to provide sums on account of the fee for the Commission or any disbursement or to require that the client obtain or provide to Fine Designs any specialist material or service.



13. Fine Designs shall provide such information regarding the amount of costs incurred as the client may reasonably require.
14. Unless otherwise agreed in writing Fine Designs may submit interim accounts for payment notwithstanding that the Commission has yet to be completed.
15. Fine Designs reserves such rights as are necessary for Fine Designs to use the Works for its archive and/or any advertising of its business (if any).
16. The client acknowledges that each Work is created according to its own instructions and Fine Designs makes no warranty as to its quality or suitability for any purpose or compliance with any rules and regulations standards or criteria save that the Work will reasonably conform to the Commission. Where pre-production proofs or drafts are submitted for approval to the Client, the Client shall be responsible for the correction of errors or omissions and Fine Designs shall bear no liability whatsoever in respect of any errors or omissions subsequently discovered.
17. Fine Designs shall not in any circumstances be liable for any loss of profit or any consequential loss suffered by the client or by any third party and in the event any claim against Fine Designs shall be limited to the amount of Fine Designs fees and charges for the Commission. The Client shall indemnify Fine Designs against any liability over and above the said amount absolutely.
18. Fine Designs warrants that it has not knowingly infringed any copyright design right or patent in the completion of the Commission and subject thereto the client agrees to indemnify Fine Designs against any claim for infringement of any such right.
19. The client warrants that the information given to Fine Designs in the Commission does not infringe any patent copyright or design right; is not information received by the client in confidence from a third party; is not defamatory and does not contravene any act of Parliament any subsidiary legislation any order of any Court or any other restraint and agrees to indemnify Fine Designs against any claim arising from the use thereof in breach of any such matter.
20. Where the Commission includes printing by Fine Designs the client acknowledges that due to the nature of the process there may be some non-material variation in colour tone or printing quality. Fine Designs warrants it will use reasonable care and skill in the production of the printed items.
21. Without prejudice to its existing rights Fine Designs may terminate this contract immediately if the client is in default of any term of any contract between Fine Designs and the client or if the client becomes insolvent. Either party may terminate this contract by the giving of two months written notice to the other. Upon such termination the client will pay Fine Designs any fees due, including fees for the period up to the end of the notice, together with any disbursements and will return all of the Works forthwith.
22. Any goods, document (printed or digital) or artwork supplied by or on behalf of the client to Fine Designs are not insured by Fine Design and are left on our premises or to travel with, completely at own risk.
23. Nothing in this agreement shall operate so as to create a partnership or joint venture of any kind between Fine Designs and any other person.
24. The client may not assign the benefit of this agreement or any right arising there from in any way whatsoever.
25. This agreement shall be construed in accordance with the laws of South Africa.

Terms & Conditions - Website Design & Hosting Services

These terms and conditions supplement our standard Terms & Conditions.

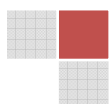
All Website Design & Hosting Services provided by Fine Designs to the client are subject to the following terms and conditions.

Definitions:

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Fine Designs: Primary designer/site owner & employees or affiliates.

26. Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Fine Designs cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.
27. The website, graphics and any programming code remain the property of Fine Designs until all outstanding accounts are paid in full.
28. Any scripts, cgi applications, php scripts, databases or software (unless specifically agreed) written by Fine Designs remain the copyright of Fine Designs and may only be commercially reproduced or resold with the permission of Fine Designs .



29. Fine Designs cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
30. Any additions to briefs provided will be carried out at the discretion of Fine Designs and where no charge is made by Fine Designs for such additions, Fine Designs accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.
31. The client agrees to make available as soon as is reasonably possible to Fine Designs all materials required to complete the site to the agreed standard and within the set deadline.
32. Fine Designs will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
33. Fine Designs will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. Any disputes regarding content/images that have been provided to us for inclusion on the site.
34. Fine Designs will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
35. Fine Designs will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.
36. Fine Designs does not guarantee that any scripts, cgi applications, php scripts, databases or software will be immune from hacking or malicious tampering. Fine Designs will not be liable for any costs incurred, compensation or loss of earnings caused as a result of hacking.
37. Fine Designs cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.
38. Any scripts, applications or software (unless specifically agreed) written by Fine Designs remain the copyright of Fine Designs and may be used in future Fine Designs projects as required.
39. Where applications or sites are developed on servers not recommended by Fine Designs, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.
40. The client is expected to test fully any application or programming relating to a site developed by Fine Designs before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Fine Designs will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.
41. Fine Designs will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed on the most recent 2 versions of Microsoft Internet Explorer, Mozilla Firefox browsers, Google Chrome and Safari. Fine Designs can offer no guarantees of correct function with all browser software.

