



LOTS | LOTZ

Terms and Conditions

1. When signing up as a client with Lots and Lotz Creative Ideas, and by confirming with your deposit, you agree to be legally bound by the Terms and Conditions of Use (the "Terms and Conditions") set out below, including those terms and conditions incorporated by reference.
2. Please read these Terms and Conditions carefully.
3. Lots and Lotz Creative Ideas working hours are: 9am – 4pm, Monday to Friday.
4. Rates may vary depending on the scope of work.
5. All prices are for design only - copy and images to be supplied by clients.
6. All projects have a turn-around time of a minimum 1 week - maximum varies according to project.
7. A 50% deposit will be required prior to the commencement of any project, balance payable before client receives final artwork.
8. It is hereby agreed that the fee for services shall be as per quote and invoice, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, the client agrees to pay appropriate fees for the excess work, which is outside the scope of the original agreement. Wherever possible the client will be notified of increases in the scope of the project.
9. Every extra consultation or meeting will be charged for.
10. Final printed colours may vary from proofs and computer monitors.
11. The client agrees to make available, as soon as is reasonably possible, to Lots and Lotz Creative Ideas all materials required to complete the website to the agreed standard and within the set deadline.
12. For the website design each extra page is an additional charge. One page is equal to an A4 printout, anything longer than A4, constitutes an additional page.



LOTS | LOTZ

13. Should the client cancel the project once deposit has been made, minimum of R250 will be forfeited (excluding the initial consultation fee) - maximum amount is determined by the scope of work completed by that stage. Remainder of deposit is returned.

14. Should the client fail to respond, or take more than one month to reply, to any Lots and Lotz Creative Ideas communications and/or information or content requests required by them in order to complete the project, the deposit shall be forfeited. All design work completed thus far will be sent to the client and the project deemed incomplete, but closed due to non activity.

15. If the project has not been completed, one month after the deposit has been paid, due to the client not communicating information and content through to the designer, but the project is more than 50% complete, the Lots and Lotz Creative Ideas designer has the right to close the job as incomplete and send invoice for work completed. Page 2

16. Should the client not pay the outstanding balance for completed project/s a month after it was deemed complete, and the client has not made any payment agreements, Lots and Lotz Creative Ideas has the right to sell the site in order to recoup costs for work done.

17. Once the project is completed, the client has 7 days to make any amendments to text or minor revisions without being charged. This does not include new work or major changes.

18. The client agrees for Lots and Lotz Creative Ideas to use their designed material for marketing purposes only, as design samples, unless previously notified, by the client, in writing.

19. Whilst every endeavor will be made to ensure that the website and any scripts or programs are free from errors, Lots and Lotz Creative Ideas cannot accept responsibility for any losses incurred due to malfunction of the website or any part thereof, unless a maintenance agreement has been signed by client.



LOTS | LOTZ

20. The website, graphics and any programming code remains the property of Lots and Lotz Creative Ideas until all outstanding accounts are paid in full.

21. Lots and Lotz Creative Ideas 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 for permission to use such material.

22. Any written content provided by the client will be carried out at the discretion of Lots and Lotz Creative Ideas, Lots and Lotz Creative Ideas will accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any corrections to these or any further additions.

23. Lots and Lotz Creative Ideas will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

24. Lots and Lotz Creative Ideas will not be liable for 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. Eg. Any disputes regarding content/images that have been provided to Lots and Lotz Creative Ideas for inclusion on the site.

25. Lots and Lotz Creative Ideas 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.

26. Lots and Lotz Creative Ideas 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.

27. Lots and Lotz Creative Ideas may revise these Terms and Conditions at any time by updating this posting. You should visit our website periodically to review the Terms and Conditions, because they are binding on you. In these Terms and Conditions, all services provided by and related to Lots and Lotz Creative Ideas,



LOTS | LOTZ

and all text, images, photographs, user interface, "look" and "feel", data and other content included on our website from time to time (including, without limitation, the selection, coordination and arrangement of such content) are sometimes referred to as the "Web Site" and/or "Service."

- 28) If the client fails to provide the necessary feedback or information which is required to build or complete the website within a period of 10 working days, Lots and Lotz hold the right to:
- a. Close the project which then the deposit is therefore forfeited to Lots and Lotz due to the client's failure to meet the deadline,
 - b. Remove the theme code from the website and to sell it off in order to recover the loss endured by Lots and Lotz
 - c. Obtain the outstanding amount owed to Lots and Lotz which has been accepted and invoice out to the client
 - d. To charge a dormant fee of R 600 p/m unless an agreement has been made between the client and Lots & Lotz in which the website has been put on hold for the agreed upon period provided that the client pays the complete invoiced amount.
- 29) If the client accepts a quotation or invoice, he/she is liable to pay the complete amount irrespective of the client not utilizing a service which has been accepted as part of the quotation or invoice.
- 30) All invoices that have been accepted are subject to the terms and conditions of Lots and Lotz even if not specified on the invoice as the T&C's has been made known publicly.