



THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL WEBSITE DEVELOPMENT AND GRAPHIC DESIGN SERVICES BY THE CUTTING EDGE GROUP (TCEG) 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.

Quotations

Charges for services, software, hardware to be provided by TCEG are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 14 days. TCEG reserves the right to alter or decline to provide a quotation after expiry of 14 days.

Turnaround Time and Content Control

The client agrees to delegate one person as a primary contact to aid TCEG with the progressing the commission in an acceptable and convenient manner. During the project, TCEG will require the client to provide website content, images, and other relevant information.

TCEG is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. This is why we ask that you provide all the required information in advance. On an occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame (30 days after initial payment), and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

If you agree to provide us with the required information and subsequently fail to do within one month 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.

If a graphic artwork is not completed within 60 days, a 50% rejection fee be will be charged.



Payments

Unless agreed otherwise TCEG asks for a 50% deposit for any new client before any work is supplied to the client for review. If the option of a down payment is selected the work will only be commenced once a debit order form has been filled in and completed. Once the debit form has been signed it will be implemented at the beginning of the next calendar month. This includes all IT/ website design/ graphic design/ printing services. The remaining 50% of the project quotation total due upon completion of the work, prior to uploading to the server or release of materials.

Invoices will be provided by TCEG upon completion but before publishing the live website. No final graphic artwork will be delivered if previous invoices are still outstanding. Invoices are sent via email. Invoices are due within 30 days upon receipt.

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

Additional expenses

Client agrees to reimburse TCEG for any additional expense necessary for the completion of the work. This will always be discussed before would be purchase any software, hardware, special fonts, stock photography etc.

Web Browsers

TCEG 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 (Eg. Firefox, Google Chrome, Safari etc.) Client agrees that TCEG cannot guarantee correct functionality with all browser software across different operation systems.

TCEG 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, TCEG reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the client in default maintains any information or files on TCEG web space, TCEG will, at its discretion, remove all such material from its web space. TCEG 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 an account in default agree to pay TCEG reasonable expenses, including legal fees and costs



for collection by third-party agencies, including legal fees and costs for collection by third-party agencies, incurred by TCEG in enforcing these terms and conditions.

Termination

Termination of services by the client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for services will not be honored 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.

Indemnity

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

Copyright

The Client retains the copyright to data, files and graphic logos provided by the client, and grants TCEG the rights to publish and use such material. The client obtains permission and rights to use any information or files that are copyrighted by a third party. The client is further responsible for granting TCEG permission and rights for use of the same and agrees to indemnify and hold harmless TCEG from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the client to TCEG that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Design Credit

A link to TCEG 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 request that the design credit is removed, a nominal fee of 10% of the total development charges will be applied. The client also agrees that the website developed for the client may be presented in TCEG's portfolio

Changes

Each graphic design project includes two revisions after three samples have been provided. Each website includes three hours of changes to content once the website has been made live. Any work hereafter will be charged as per our usual hourly rate.



Training

Each content- management website comes with 2hours of training. Any training afterward will be invoiced as per our hourly rate.

General

These terms and conditions supersede all previous representations, understandings or agreements. The clients signature below or payment of an advance fee constitutes an agreement to an acceptance of these terms and conditions. Payment online is an acceptance of our terms and conditions.