



TERMS & CONDITIONS

Service cancellation requires a 30 DAYS NOTICE please. Should we not receive written cancellation you will be liable to settle the account before anything will be handed over.

COPYRIGHT

All final content created by Bird Visuals (PDF, Jpeg, Gif, Png), including social media posts, write-ups and designs shall be owned by the client however, all open / original files shall remain the property of Bird Visuals.

CONFIDENTIALITY

- All parties agree to keep all information related to the business confidential.
- Bird Visuals agrees to not disclose any confidential or proprietary information to third parties without the permission from the client.
- Bird Visuals agrees not to copy any confidential or proprietary information unless granted permission from the client.
- Bird Visuals agrees to inform the client if they find out about any use or disclosure of confidential information that the client has not authorised.

The contractor is free to work for any other company in the same industry, including direct or indirect competitors.

DESIGN & PHOTOGRAPHY

- 1.1 Design services need to be paid in full before any work commences.
- 1.2 Photography requires a 75% deposit to confirm the booking. The remainder of the amount needs to be settled on the day of shooting or before.
- 1.3 First Draft artwork will be emailed within 48 hours after deposit is received and, an additional 24 hours will be required for any changes should this be requested.
- 1.4 Photos take between 4-8 weeks to edit, depending on the event / content.

SIGNAGE & PRINTING

- 2.1. A full payment needs to be made before materials will be ordered.
- 2.2 Turn around time for signs, business cards, banners etc is 5-7 working days after artwork approval.
- 2.3 First draft artwork will be emailed within 48 hours after payment has been received and, an additional 24 hours will be required for any changes should this be requested.
- 2.4 In case of a deposit being agreed upon, the remaining balance is to be paid upon completion of installation (regarding signage only).
- 2.5 Estimates are valid for 7 working days from date of issue.
- 2.6 Please use the reference number provided on estimate/invoice when payment is made, failure to do so will cause the order to be delayed.

VIDEO PRODUCTION & WEB DEVELOPMENT

- 3.1 Full payment is required to confirm booking
- 3.2 Please take note of allocated hours for video production, going beyond this time will incur additional fees.
- 3.3 Our websites require a monthly upkeep service option in order to keep the software of the website up to date.

ONLINE MARKETING

- 4.1 Payments need to reflect in our account as soon as possible, if we do not receive payment we cannot start ad campaigns and design for your social media platform/s.
- 4.2 Monthly insights reports are human generated, the actual statistics may vary slightly
- 4.3 Clients are required to send us content frequently in order for us to create posts and ads, if we do not receive any content we reserve the right to make use of previous generic content and ads.
- 4.4 We reserve the right to allocate a penalty fee on late payments.
- 4.5 Additional social media platforms can be added for R750.00
- 4.6 Failure to make payments on time will result in suspension of services until the outstanding amount/s is/are settled.

HOSTING & WEBSITE MAINTENANCE

- 5.1 All website hosting and domains are paid annually.
- 5.2 All hosting is subject to a fair usage policy.
- 5.3 Disk space is determined by the amount of the space the website and emails occupy, this is a fixed amount of storage space.
- 5.4 Emails can use POP3 or IMAP. POP3 does not store emails on the server and uses less disk space, emails cannot be synced between devices from the server. IMAP stores all emails on the server and mails can be synced across multiple devices, this uses more disk space.
- 5.5 Monthly hosting & upkeep fees for websites does not include IT support.
- 5.6 We reserve the right to allocate a penalty fee on late payments.
- 5.7 Failure to make payments on time will result in suspension of services until the outstanding amount/s is/are settled.
- 5.8 Prices may increase if server, hosting or domains are increased by the online service provider.

TERMINATION OF SERVICES

Service cancellation requires a 30 DAYS NOTICE please. Should we not receive written cancellation you will be liable to settle the account before anything will be handed over.

Services shall automatically renew in case of social media contracts, website maintenance or website hosting & domain annual fees.

Services will be considered terminated in the event of any of the following:

- The contractor is suddenly unable to work due to a medical condition (physical / mental);
- The death of either party;
- Client's business closes down due to bankruptcy or insolvency laws, the contractor will need to be informed of this however;
- Either party chooses to terminate services providing that adequate notice is given as outlined in the start date and duration section above.

Upon termination, the client agrees to pay the contractor all amounts due until the termination date.

Upon termination, the contractor agrees to:

- Finish all pending work/projects/assignments;
- Permanently delete all company information and programs from all their devices;
- Send the client a written confirmation that they have complied with these rules.

FORCE MAJEURE

Neither party shall be responsible or liable for any delay, malfunctions, or failure to complete any work due to forces beyond their control, including strikes, health pandemics, accidents, acts of war or terrorism, nuclear, natural, civil or military disturbances, or acts of God.

PAYMENTS

Payments for contract clients (social media, website maintenance & website domain and hosting renewals) will be invoiced a month prior (eg. February's invoice will be sent in January) and is due by the 3rd day of each month.

Failure to make payment on time will result in a delay in planning, design, posting and paid advertising results.

Regrettably we do not offer a deposit option, only full payments are accepted.

Late payments are as follows: If payment is late by more than one (1) day after the 3rd of each month, an extra amount of R50.00 will be charged for every day that payment is late.