



A. ACCEPTANCE OF THE OFFER

1. The provision of the service and the Terms of Service shall come into effect when the customer submits the Creative Brief form (URI: http://the-ad-man.co.za/html/design_brief.htm).
2. The customer agrees that the act of submitting the Creative Brief form (URI: http://the-ad-man.co.za/html/design_brief.htm) or the Contact form (URI: <http://the-ad-man.co.za/html/contact-ad-agency.htm>) online is in lieu of their signature.

B. PROVISION OF THE SERVICE

1. Geoff Louw shall make all reasonable efforts to present the customer with work of a similar standard as is shown in his portfolio displayed at <http://www.the-ad-man.co.za> or any other specified web address, printed or other electronic presentation, according to the Creative Brief, and to be delivered according to deadlines agreed to by both Geoff Louw and the customer, subject to the terms and conditions set out herein.
2. The customer agrees to an online, paperless service, with all presentations, financial documents and finished art being delivered via the World Wide Web or via email.
3. The process to be followed is as follows:
 1. Brief is received from Client
 2. Quotation is issued to Client
 3. Client pays deposit
 4. Work commences
 5. Client is presented with 3 initial design options
(note: extra design options are charged as additional costs)
 6. Client comments on design options and selects one for development
 7. Work commences on development of the chosen design option
 8. Client is presented with a developed design
 9. Client comments on the developed design
(note: extra developed options are charged as additional costs)
 10. Work commences on Finished Art
 11. Finished Art is delivered to Client
 12. Client pays balance

C. PAYMENT

1. The customer shall pay to Geoff Louw all applicable charges, fees and other amounts ("charges") as may be set out in the Quotation, in respect of the provision of the services to the customer, on presentation of an invoice by Geoff Louw to the customer, subject to the terms and conditions contained herein.
2. Quotations are valid for 30 days.
3. Extra design options over and above the 3 initial options mentioned in B3 above will be quoted and charged separately.
4. All work shall be done on a 50% upfront (deposit payment) basis, with the balance to be paid on delivery.
5. No work shall commence until the 50% deposit has been paid.
6. In the event of non-payment, the customer's name may be published on a bad payers page on the World Wide Web.
7. The customer shall, on demand, pay to Geoff Louw all costs and expenses incurred by Geoff Louw in enforcing the terms of this agreement, including without limitation legal costs on an attorney and own client basis.

D. LIABILITY

1. This clause D specifies the entire liability of Geoff Louw, including, without limitation, liability for negligence. In particular (but without limitation) all statutory, expressed, implied or collateral terms, conditions or warranties are excluded.
2. Geoff Louw shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the customer or any third party may suffer, no matter when or how arising, specifically including (but without limitation) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, savings use, goodwill or any other form of consequential loss.
3. Any service(s) provided herein is provided on an "as-is" basis and Geoff Louw makes no express or implied warranties or representations of whatsoever nature with respect to any such service.
4. Notwithstanding the provisions of B1, the customer acknowledges that in the normal course of provision of service(s), deadlines or the Creative Brief may not be met or the work presented may not be of a similar standard as is shown in Geoff Louw's portfolio for whatever reason. In the circumstances, Geoff Louw shall not be held liable for any damages whatsoever (economical or otherwise) which the customer may suffer as a result of such deadlines and/or the brief not being met.



5. The customer shall and hereby does indemnify Geoff Louw - against any damage, loss or liability (excluding liability for wilful misconduct) arising from the provision of services to the customer, its employees, directors, agents and / or representatives.

1. against any damage, loss or liability of whatsoever nature arising from any misuse of Geoff Louw's services and / or any act or omission of any other customer of Geoff Louw.
2. from any claim by any third party arising directly or indirectly out of or related to the customer's access to or use of services rendered by Geoff Louw or any information or data obtained through such access or use and
3. Geoff Louw for all loss, damage, cost or liability that may be incurred by him in the event that the customer's use of the service and/or the products supplied hereunder constitutes a violation of any law, regulation or tariff;
4. is defamatory, fraudulent or deceptive;
5. is intended to threaten, harass or intimidate; or
6. interferes with the use or enjoyment of other customers of the services and products provided by Geoff Louw.

6. Under no circumstances whatsoever will Geoff Louw's liability, if any and whether in contract or otherwise, exceed the aggregate of the amounts actually paid by the customer to Geoff Louw.

E. COPYRIGHT AND INTELLECTUAL PROPERTY

1. The customer agrees that any work done may be displayed by Geoff Louw on his website, or by any other means, including any trademarks and other proprietary material supplied by the customer.
2. Until the work (graphic and solutions design, marketing concepts, computer code, data, documents, presentations, photo-retouching or restoration, web site or any application) is fully paid for, to the amount indicated on the Quotation, the intellectual property rights (including, but without limitation, copyrights and trade marks) and publishing rights pertaining to the work belong solely to Geoff Louw.
3. Once the work is paid for in full, according to Geoff Louw's Invoice, all the intellectual property and publishing rights shall be ceded to the customer, excepting for the condition specified in clause E.1 above.
4. Geoff Louw may claim damages from the customer in the event that his copyright, intellectual property and/or publishing rights are violated or excluded.

F. GENERAL

1. The customer shall not cede, assign, transfer, encumber or delegate any of his rights or obligations in terms of this agreement to any third party. Notwithstanding anything to the contrary contained herein, Geoff Louw shall be entitled to cede its rights and delegate its obligations in terms of this agreement to any of its affiliate companies or suppliers, provided that reasonable guarantees will be given to the customer.
2. The terms and conditions as set out herein, constitute the entire agreement between Geoff Louw and the customer and supersede all representations made to the customer, all amendments effected by the customer to any application form or other similar document submitted by him and all communications between Geoff Louw and the customer relating to the subject matter hereof.
3. The Geoff Louw reserves the right to amend these terms and conditions from time to time and shall notify the customer of such amendments.
4. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
5. The clause headings in this agreement are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this agreement. Unless inconsistent with or a contrary intention clearly appears from the context words importing any reference to a gender includes the other genders, any reference to the singular includes the plural and vice versa, and any reference to natural persons includes legal persons and vice versa.
6. The customer agrees that the customer's email address as appears on the Quotation or Invoice is the customer's address for the delivery of legal documents.
7. If any clause or clauses of the terms and conditions of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms and conditions of this agreement shall remain valid and enforceable.
8. Information regarding the Electronic Communications and Transactions Act, 2002 can be accessed by visiting <http://www.the-ad-man.co.za>.
9. "Geoff Louw" refers to Geoffrey Peter Louw, South African ID Number 6908245250087