

Suzanne Steyn Design Studio (Pty) Ltd

Standard Terms & Conditions

Last Update Date: 31/01/2026 | Effective Date: 31 January 2026

These Terms and Conditions govern all products and services supplied by Suzanne Steyn Design Studio (Pty) Ltd ("the Company") and supersede all previous versions.

Acceptance of any quotation, estimate, proposal, retainer, invoice, purchase order, email acceptance, electronic acceptance, or commencement of work constitutes acceptance of these Terms and Conditions.

1. Definitions

For purposes of this Agreement:

Client means the individual, company, trust, organisation or entity requesting services from the Company.

Company means Suzanne Steyn Design Studio (Pty) Ltd.

Project means any agreed service, campaign, website, design, marketing activity, software implementation, consultation or deliverable.

Retainer means an ongoing monthly service agreement providing allocated hours or services.

Business Day means Monday to Friday excluding South African public holidays.

2. Acceptance of Quotations

2.1 Quotations remain valid for thirty (30) calendar days unless otherwise stated.

2.2 Quotations may be accepted by:

- Signed quotation
- Email confirmation
- WhatsApp confirmation
- Purchase Order
- Payment of a deposit
- Instructions to commence work

2.3 Once accepted, quotations become legally binding.

2.4 Prices are based on the agreed scope only. Any additions, changes, revisions, integrations, features or requests outside the original quotation constitute additional work and will be quoted or invoiced separately.

3. Scope of Work

The Company operates in accordance with the International Code of Advertising and Marketing Communication Practices and maintains professional standards of integrity, diligence, and ethical conduct in the delivery of all services described below.

The Company provides professional services including, but not limited to:

- Graphic Design
- Branding
- Corporate Identity
- Marketing
- Digital Marketing
- Social Media Management
- Website Design
- Website Development
- E-commerce Websites
- Search Engine Optimization (SEO)
- Google Business Profiles
- Google Ads
- Meta Advertising
- Photography
- Videography

- Content Creation
- Copywriting
- Hosting
- Website Maintenance
- Domain Registration
- Email Hosting
- Technical Support
- Software Integrations
- Commerce Platforms
- Marketing Consulting

Services not specifically included within a quotation are excluded.

4. Changes to Scope

Any request which alters the agreed deliverables, functionality, timeline, integration, content, design, quantity or complexity constitutes a variation.

Variations may result in:

- additional charges;
- revised project timelines;
- amended quotations; or
- revised retainers.

The Company reserves the right to suspend work until additional scope has been approved.

5. Pricing

Unless otherwise agreed in writing:

- Prices exclude third-party costs.
- Prices exclude advertising expenditure.
- Prices exclude software licenses.
- Prices exclude stock photography.
- Prices exclude hosting.
- Prices exclude domain registrations.
- Prices exclude payment gateway fees.
- Prices exclude courier charges.
- Prices exclude printing.

All third-party costs must be paid before orders are placed.

6. Deposits & Payments

Unless otherwise agreed in writing:

- An 80% deposit is payable before work commences.
- The remaining balance is payable before final delivery, publishing, launch or handover.

Retainer invoices are payable in advance.

Hosting, domains, subscriptions, software licenses, advertising budgets and third-party services are payable in advance, unless otherwise stipulated.

Invoices are payable within the payment period stated on the invoice.

Late payments may result in:

- suspension of services;
- suspension of hosting;
- removal of websites from production;
- suspension of social media management;
- suspension of advertising campaigns;
- withholding of source files;
- withholding of login credentials.

Interest may be charged on overdue accounts at the maximum rate permitted by South African law.

The Client remains liable for all legal costs, debt collection costs and attorney-and-client fees incurred in recovering overdue amounts.

7. Retainer Services

Retainers provide access to the Company's allocated monthly production resources.

Unused hours expire at the end of each month unless otherwise agreed in writing.

Retainer hours are not transferable, refundable or redeemable for cash.

Additional work exceeding the monthly allocation will be billed at the applicable hourly rate.

The Company reserves the right to adjust retainer pricing following annual reviews or where the agreed scope materially changes.

8. Time-Based Billing

Where services are billed on an hourly basis:

- all work is recorded using internal timesheets;
- billing is based on actual time spent;
- time includes consultation, research, planning, development, design, implementation, testing, revisions, meetings, communication, administration and project management.

Projects requiring repeated revisions, incomplete information, changing instructions or delayed approvals will require additional billable time.

Time is generally recorded in fifteen-minute increments.

9. Project Suspension

The Company may suspend any project where:

- invoices remain unpaid;
- required information is outstanding;
- approvals are delayed;
- the Client becomes unresponsive;
- third-party services prevent progress.

Suspended projects will be rescheduled according to production availability.

Additional project management or recommencement fees may apply before work resumes.

10. Website Development

The Company develops websites according to the scope detailed in the accepted quotation.

Unless specifically included in writing, quotations exclude:

- Copywriting
- Photography
- Videography
- Logo design
- Branding
- Product data capture
- Product photography
- Product uploads
- Search Engine Optimization (SEO)
- Website hosting
- Domain registration
- Email hosting
- Third-party software licenses
- Payment gateway fees
- Shipping integrations
- Ongoing maintenance

Additional functionality requested after acceptance of the quotation will be treated as a variation and billed separately.

11. Client Responsibilities

The Client agrees to provide all information reasonably required to complete the project, including but not limited to:

- Written content

- Images
- Branding material
- Product information
- Pricing
- Logos
- Contact information
- Domain access
- Hosting access
- Payment gateway credentials
- Shipping information
- Third-party account access

The Client warrants that all supplied information is accurate, complete and legally owned or licensed. Delays in supplying required information automatically extend project timelines.

12. Website Project Timelines

Project commencement dates are estimated and depend on the Company's current production schedule. Estimated completion times assume that the Client provides all required information, approvals and feedback promptly.

The Company shall not be liable for delays caused by:

- Outstanding client information
- Delayed approvals
- Additional revisions
- Third-party suppliers
- Hosting providers
- Payment gateways
- Software vendors
- Courier integrations
- Force majeure events

Project completion dates are estimates only and are not guaranteed.

13. Client Delays

Website development operates on allocated production resources.

Where a client fails to provide information, approvals, content, access credentials or other required material within the requested timeframes, the Company reserves the right to:

- Suspend the project;
- Reallocate production resources to other projects;
- Reschedule the project to the next available production slot;
- Charge additional project management, administration and development fees;
- Revise the quotation if the delay materially affects project costs.

Projects remaining inactive due to Client delays for more than thirty (30) calendar days may be archived.

Archived projects may require a recommencement fee and revised quotation before work resumes.

The Company shall not be responsible for delays caused by the Client.

14. Website Content

Unless otherwise agreed in writing, the Client is responsible for supplying all website content.

Content should be supplied electronically in 1 x final form.

The Company is not responsible for:

- Writing content;
- Correcting grammar;
- Fact-checking;
- Rewriting supplied text;
- Sourcing replacement images;
- Product data capture.

Any additional work required to prepare content for publication will be billed separately.

15. Website Approval

The Client is responsible for reviewing all website content, layouts, functionality and information before launch.

Approval may be provided via email or other written communication.

Following approval and publication, additional changes will be billed at the applicable hourly rate.

The Company shall not be liable for errors remaining after final approval.

16. Website Maintenance

Website maintenance is a separate service unless specifically included in the quotation.

Maintenance services may include:

- WordPress updates
- Plugin updates
- Theme updates
- Website backups
- Security monitoring
- Performance monitoring
- Minor content updates

Maintenance does not include:

- New functionality
- Website redesign
- Third-party troubleshooting
- Malware removal caused by external compromise
- Content creation
- Product uploads

Unused maintenance hours expire monthly unless otherwise agreed in writing.

17. Hosting, Domains & Email Services

Effective 31 January 2026, all hosting-related services are invoiced annually in advance.

This includes, but is not limited to:

- Website hosting
- Reseller hosting
- VPS hosting
- Cloud hosting
- Email hosting
- SSL certificates
- Domain registrations
- DNS management
- Server management

Hosting services renew automatically unless cancelled in writing.

Written notice of cancellation must be received by the Company at least sixty (60) calendar days prior to the annual renewal date.

Cancellation requests received after this period will become effective only at the end of the following annual hosting term.

Hosting fees, domain registrations, SSL certificates and third-party renewals are non-refundable once renewed or activated.

Failure to settle hosting renewal invoices may result in suspension or termination of services.

The Company accepts no responsibility for downtime caused by hosting providers, data centres, internet service providers or other third-party infrastructure.

18. E-Commerce Websites

The Company develops online stores using various e-commerce platforms.

Unless specifically included, quotations exclude:

- Product data capture
- Bulk imports

- Payment gateway registration
- Merchant account approval
- Shipping account registration
- Tax configuration
- Third-party subscriptions
- Inventory management

The Client remains responsible for maintaining product pricing, inventory, legal compliance and order fulfilment unless otherwise agreed.

19. Third-Party Software

Many services rely on third-party software providers. These may include:

- WordPress
- Elementor
- Commerce7
- WooCommerce
- Google
- Meta
- Microsoft
- Payment gateways
- Email marketing platforms
- Booking systems
- CRM platforms

The Company is not responsible for changes, outages, licensing changes, discontinued products, software bugs or pricing increases imposed by third-party vendors.

Additional work resulting from third-party changes will be billed separately.

20. Graphic Design Services

Graphic design services include, but are not limited to:

- Logo Design
- Corporate Identity
- Marketing Material
- Packaging
- Labels
- Signage
- Brochures
- Catalogues
- Social Media Artwork
- Advertisements
- Presentation Design

Unless otherwise stated, quotations include only the number of concepts and revisions specified in the quotation.

Additional concepts, revisions or redesigns requested after approval will be billed separately.

21. Marketing & Social Media Services

Monthly marketing and social media packages are subscription-based services. Services may include:

- Strategy
- Content Creation
- Graphic Design
- Copywriting
- Scheduling
- Community Management
- Paid Advertising Management
- Performance Reporting

Each package includes only the services specifically stated in the accepted quotation.

Unused posts, designs, hours or deliverables expire at the end of each monthly billing period and do not roll over unless agreed in writing.

Social media packages are based on annual software subscriptions and allocated production resources.

Unless otherwise agreed in writing, social media agreements are fixed for six (6) months.

Cancellation requires thirty (30) calendar days written notice.

Outstanding accounts may result in immediate suspension of all marketing activities.

The Company cannot guarantee:

- Sales
- Enquiries
- Followers
- Engagement
- Reach
- Search rankings
- Advertising approval
- Return on investment

as these depend upon market conditions, competitors, algorithms and third-party platforms beyond the Company's control.

22. Search Engine Optimization (SEO)

SEO services are performed using accepted industry practices.

The Company cannot guarantee:

- First-page rankings
- Specific keyword rankings
- Search engine placement
- Organic traffic volumes
- Sales generated by SEO

Search engines continually update their algorithms and ranking factors without notice.

SEO results are influenced by numerous external factors beyond the Company's control.

23. Advertising Services

Where the Company manages advertising campaigns on behalf of the Client:

- Advertising spend remains payable by the Client.
- Platform fees are excluded unless specifically stated.
- Advertising accounts remain subject to each platform's terms and policies.

The Company is not liable where campaigns are rejected, suspended or disabled by advertising platforms.

24. Intellectual Property

All preliminary concepts, drafts, strategies, layouts, artwork, source files, working files, code, graphics and creative material remain the intellectual property of the Company until paid for in full.

The Client receives a licence to use completed deliverables for their intended purpose after all invoices relating to the project have been settled.

Ownership of editable source files is not automatically transferred. Editable files may be licensed separately at the Company's discretion.

Unless otherwise agreed in writing, editable files remain the property of the Company.

25. Copyright

The Client warrants that all information, photographs, logos, trademarks, videos, graphics and other material supplied to the Company are owned by the Client or properly licensed.

The Client indemnifies the Company against any claims arising from copyright infringement relating to materials supplied by the Client.

26. Proofing & Approval

The Client is responsible for carefully reviewing all work before approval. Approval confirms that:

- spelling has been checked;
- pricing has been verified;

- contact details are correct;
- product information is correct;
- legal compliance has been reviewed.

Once final approval has been received, subsequent corrections will be billed separately.
The Company accepts no responsibility for errors identified after approval.

27. Licensing

Unless otherwise agreed in writing, the Client receives usage rights only for the agreed purpose.

The Company retains ownership of:

- Original artwork
- Source files
- Design files
- Working files
- Development files
- Project files

Transfer of editable files may be subject to a separate licensing fee.

28. Confidentiality

Both parties agree to treat confidential information obtained during the course of the project as confidential.

Neither party shall disclose confidential information except where required by law or necessary for completion of the services.

29. Communication

Email is the Company's official communication channel. Instructions relating to:

- approvals;
- scope changes;
- quotations;
- cancellations;
- contractual matters;
- payment arrangements;

must be confirmed in writing via email.

WhatsApp may be used for day-to-day communication but shall not replace formal written approval unless expressly accepted by the Company.

The Company reserves the right to rely upon written communications for audit and dispute purposes.

30. Portfolio Rights

Unless otherwise agreed in writing, the Company may display completed work in its portfolio, website, social media platforms, presentations and marketing material.

This includes completed, published and publicly available work created for the Client.

The Company may include a discreet website credit where appropriate.

31. Staff & Contractor Protection

The Client agrees not to employ, solicit or contract directly with any employee, freelancer or contractor introduced by the Company during the agreement or within twenty-four (24) months following its termination without the Company's written consent.

Where this occurs, the Client agrees to compensate the Company for the associated recruitment and business loss.

32. Suspension of Services

The Company reserves the right to immediately suspend any or all services where:

- invoices remain unpaid after the due date;
- the Client breaches these Terms and Conditions;

- the Client fails to provide required information or approvals;
- abusive, threatening or unreasonable behaviour is directed towards the Company's staff or contractors;
- continued work would place the Company at financial or legal risk.

Service suspension does not release the Client from any payment obligations.

Projects suspended due to non-payment or Client delays may incur recommencement fees before work resumes.

33. Cancellation & Termination

Either party may terminate an ongoing service agreement by providing written notice in accordance with the applicable agreement or quotation. Unless otherwise agreed:

- Retainer services require thirty (30) calendar days' written notice.
- Hosting services require sixty (60) calendar days' written notice before the annual renewal date.
- Fixed-term agreements remain payable for the agreed contract period unless otherwise stated in writing.

33.1 Key Account Transfer & Handover

Where a Key Account elects to terminate any ongoing managed service, including but not limited to digital marketing, social media management, website management, website maintenance, website hosting, SEO, e-commerce management, Google Ads management, Meta advertising management, or any monthly retainer service, a once-off Key Account Transfer & Handover Fee of R15,500.00 (excluding VAT) shall apply.

This fee covers the professional administration, technical preparation and transition required to ensure an orderly transfer of the Client's digital assets and may include, where applicable:

- Full backup of websites, databases and associated digital assets.
- Release and transfer of website files, databases and hosting services.
- Transfer of domain names, DNS records, SSL certificates and related hosting services.
- Transfer of administrator or ownership access for Facebook, Instagram, LinkedIn, Google Business Profile, Google Ads, Meta Business Manager, Google Analytics, Google Tag Manager, Google Search Console, YouTube, TikTok and any other digital platforms managed by the Company.
- Audit of all user accounts, administrator permissions, passwords, recovery methods and access credentials.
- Export of website content, project files, analytics, campaign reports, marketing reports and historical reporting where technically available.
- Preparation of technical documentation, inventories and handover schedules.
- Coordination and reasonable liaison with the Client or the Client's newly appointed agency, developer, marketing company, IT provider or hosting provider.
- Administrative, technical and project management time associated with the transition.

The Key Account Transfer & Handover Fee includes up to two (2) hours of reasonable handover coordination.

Any additional meetings, technical support, migration assistance, consultation, server configuration, training, troubleshooting or liaison with third parties requested after the included allocation will be invoiced separately at the Company's prevailing hourly rates.

The Key Account Transfer & Handover Fee is payable in full before the Company is obliged to release any backups, files, databases, reports, source material, credentials, ownership rights, administrator access or other digital assets.

33.2 Cancellation of Projects

Where a project or ongoing service is cancelled after work has commenced, the Client remains liable for:

- all work completed to date;
- all consultation, administration and project management time incurred;
- all third-party costs incurred;
- software licences and subscriptions purchased;
- hosting, domains and cloud services purchased or renewed;
- advertising expenditure committed;
- non-refundable disbursements;
- the applicable Key Account Transfer & Handover Fee (where applicable); and
- any outstanding invoices.

The Company reserves the right to invoice for all work completed but not yet invoiced.

Upon termination, all outstanding invoices become immediately due and payable.

The Company reserves the right to withhold the release of files, websites, databases, backups, reports, credentials, administrator access, ownership transfers or any other digital assets until all outstanding amounts have been settled in full.

34. Default on Payment

Accounts not settled by the due date are considered overdue. Where payment remains outstanding, the Company may:

- suspend all current work;
- suspend website hosting;
- disable maintenance services;
- suspend advertising campaigns;
- suspend social media management;
- withhold source files;
- withhold website access;
- withhold login credentials;
- refuse future work until the account has been settled.

The Client shall remain responsible for all reasonable legal, collection and recovery costs incurred by the Company.

35. Warranties

The Company warrants that services will be provided with reasonable skill, care and professional diligence.

Except where expressly stated in writing, no warranty is given regarding:

- uninterrupted website availability;
- search engine rankings;
- sales performance;
- marketing results;
- software compatibility following third-party updates;
- future compatibility of plugins, themes or integrations.

Third-party software, hosting providers and online platforms remain outside the Company's control.

36. Limitation of Liability

To the fullest extent permitted by South African law, the Company's total liability arising from any claim relating to its services shall be limited to the amount paid by the Client for the specific services giving rise to the claim.

Under no circumstances shall the Company be liable for:

- indirect damages;
- consequential damages;
- loss of profits;
- loss of business;
- loss of revenue;
- loss of goodwill;
- business interruption;
- loss of data;
- loss arising from third-party software, hosting providers or online platforms.

Nothing in these Terms excludes liability where such exclusion is prohibited by law.

37. Indemnity

The Client indemnifies and holds harmless Suzanne Steyn Design Studio (Pty) Ltd, its directors, employees, contractors and suppliers against any claims, losses, liabilities, damages, costs or expenses arising from:

- information supplied by the Client;
- copyright infringement;
- trademark infringement;
- unlawful use of supplied material;
- inaccurate pricing or product information supplied by the Client;
- instructions provided by the Client;
- publication of approved work;
- products or services sold by the Client;
- third-party claims relating to the Client's business.

This indemnity survives termination of the agreement.

38. Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations where such delay results from circumstances beyond its reasonable control, including but not limited to:

- natural disasters;
- fire;
- flood;
- civil unrest;
- war;
- strikes;
- power failures;
- internet outages;
- cyber-attacks;
- pandemics;
- government action;
- failure of third-party suppliers.

Project timelines shall automatically be extended for the duration of such events.

39. Annual Pricing Adjustments

Unless otherwise agreed in writing, pricing may be reviewed annually. Annual adjustments may apply to:

- labour rates;
- retainers;
- hosting;
- maintenance;
- domains;
- software subscriptions;
- cloud services;
- marketing packages.

Updated pricing becomes effective from the Client's next renewal or anniversary date.

40. Governing Law

These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

Any dispute arising from these Terms shall be subject to the jurisdiction of the South African courts.

41. Entire Agreement

These Terms and Conditions, together with any accepted quotation, proposal or service agreement, constitute the entire agreement between the Company and the Client.

No verbal agreement or representation shall vary these Terms unless confirmed in writing by both parties.

42. Severability

Should any provision of these Terms and Conditions be found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

43. Amendments

The Company reserves the right to amend these Terms and Conditions from time to time.

Updated versions become effective upon publication on the Company's website or upon being issued to the Client and shall apply to all future services unless otherwise agreed in writing.

44. Acceptance

Acceptance of any quotation, invoice, purchase order, retainer agreement, commencement of work or continued use of the Company's services constitutes acceptance of these Terms and Conditions.