



**Fast And Beyond**

FAST AND BEYOND (PTY) LTD  
+27 81 433 8748  
design@fastandbeyond.co.za  
www.fastandbeyond.co.za  
Registration Number: 2019 / 161191 / 07

## **OUR TERMS AND CONDITIONS OF SERVICE.**

The following Terms and Conditions of Service apply to all products and services provided by Fast And Beyond (Pty) Ltd, (hereinafter referred to as Fast And Beyond).

All work is carried out by Fast And Beyond on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Fast And Beyond on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing or after all costs have been settled.

The following Terms and Conditions of Service are not listed in a specific order or grouped into specific work sectors or belongings.

### **1. Acceptance**

**1.1.** 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 / Service then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

**1.2.** 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.



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## 2. Charges & Prices.

### 2.1 Graphic Design:

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project balance total before the work commences or is supplied to the Client for review. The remaining fifty (50) percent of the project total will be due upon completion of the work prior to the release of materials and public deployment.

### 2.2 Printing:

All Printing material require the full amount to be paid before-hand once ordered.

### 2.3 Annual Web Design Packages:

Unless agreed otherwise with the Client, All annual web design projects require an initial 50% deposit that will be due at acceptance of order. The remaining 50% balance will be due upon acceptance of the completed web design & development project before it is released to the client or published to the internet.

An annual fee of the total invoiced amount will be due annually at the date the invoice been sent. addons will attract additional annual web design charges.

### 2.4 Prices

All the prices on our website are correct and official.

Our consultation fee is R750.00 Per Hour (Or Less).

Any special / unique features that are not listed on the website might attract addition charges.



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### **3. Payments**

Fast And Beyond accepts payments via Cash and EFT.

### **4. Hours of Operation**

Our business hours are Monday-Saturday from 9am-4pm.

### **5. Website Design Credit**

All Fast And Beyond custom web design clients will have a “Web Design By Fast And Beyond or Built by Fast And Beyond” link on their website in the footer of every page. This is non-negotiable. By hiring us to work on your website you agree to this. You may pay Fast And Beyond a fee of R850.00 to have this link permanently removed. Should you have a new Website designed by a company other than Fast And Beyond, you may remove the credit from your website.

### **6. Copyright & Ownership**

**6.1** Upon completion of the project and once the whole design amount has been paid / Delivery of printed products, Fast And Beyond transfers all rights and ownership of CUSTOM designs, printed materials, Domain name, Email accounts and Website layout. Software and third party graphics or programs are not transferred to the client and remain under copyright of their respective owners.

**6.2** The client agrees that all content provided by the client including articles, website wording, graphics and videos are owned by the client and free of any copyright infringement.



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**6.3** Fast And Beyond reserves the right to resell custom designed web sites that remain unpaid by the original client, unaccepted mock-ups or other graphics created by Fast And Beyond but not in legal use by the client.

**6.4** Fast And Beyond reserves the right to display websites and graphics that have been designed by Fast And Beyond on their website, and in any marketing material to aid as examples of our work.

## **7. Development & Delivery**

### **7.1: Web Design**

Fast And Beyond understands the importance of completing projects in a timely manner. We agree to complete the web design project within 30 days from the date of project approval and once the deposit has been paid. If the client does not supply Fast And Beyond with complete text, graphic content and other requested materials for the contracted client, the timeline of the project completion will be paused until the client has provided us with the complete text, graphic content and other requested materials

### **7.2. Graphic Design**

Fast And Beyond understands the importance of completing projects in a timely manner. We agree to complete Graphic design project/s within 3-15 days from the date of project approval and once the deposit has been paid. If the client does not supply Fast And Beyond with complete text, graphic content and other requested materials for the contracted client the timeline of the project completion will be paused until the client has provided us with the complete text, graphic content and other requested materials.



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### **7.3. Non-Communication**

If we are unable to communicate with a client on a project phone, through our WhatsApp Business or email during the design and development process, the timeline of the project completion will be paused until we can get ahold of the until the client.

### **7.4. Deadlines**

Fast And Beyond works to acceptable deadlines (unless a disaster strikes). In order to do this for you, however, it is important that you hit every deadline, too. We will rely on you to keep the project flow going with your approvals and sign-offs, as well as getting the content for your design project in a timely manner—typically before any design can begin. Out-of-contact time and delays in approvals will directly affect the project schedule, necessitating our moving deadlines and milestones back accordingly, but note that payment milestones will remain as scheduled. By agreeing to this document, you acknowledge your responsibilities in keeping the project on-schedule.

If The Client fails to deliver necessary content, resources, or feedback by the time Fast And Beyond deems crucial to any deadline, all deadlines and milestones will be adjusted accordingly.

## **8. Liability**

Services purchased from Fast And Beyond are provided “as is” without warranty of any kind that the web design project and hosting will be uninterrupted or error free. In no event shall Fast And beyond be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website,



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services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design and hosting is with the client.

## **9. USER AGREEMENT FOR WEB DESIGN & HOSTING, TERMS OF SERVICE**

### **9.1 Account Setup**

We will setup your account after we have received payment, setting up your account includes:

- Domain Registration/Transfer/Migration
- Setting up your email accounts
- ) Upon receipt of the proof of payment of the deposit, Fast And Beyond will forward the client a project questionnaire. Please take the time to fill out the questionnaire in as much detail as possible as this will help with the creation of the website.
- Installing A CMS called wordPress to Design & Develop your Website.
- Developing And Designing Your Website as well as optimizing it for Search Engines to rank high using keywords.
- The Development process will also include a draft and revision process.

### **9.2 Transfers**

We will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we cannot make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host.



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### **9.3 Content**

We can produce the content on your Website, we can also provide images to suit the website if you currently don't have them.

### **9.4 Email Accounts.**

- Each Email Account on the Basic Website package has an allocated 250 megabytes of space.
- Each Email Account on the Advanced & E-commerce Website package has an allocated 350 megabytes of space

### **9.5 Overdue Payments**

As a client of Fast And Beyond, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time, However an invoice will be sent to you when it is due, and it will be sent in advanced as well.

Fast And Beyond provides a 30 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 30 days and not paid will result in account suspension until account balance has been paid in full.

### **9.6 Backups and Data Loss**

Your use of the service is at your sole risk. Fast And Beyond will not be held responsible for loss of files and/or data residing on your account. However, Fast And Beyond takes precautions and puts systems in place to make sure that your website is backed up in such a case of data loss, but we cannot guarantee that the backed up files will restore the latest changes made on the Website.



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## **10. Domain Names**

Fast And Beyond may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of Fast And Beyond. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Fast And Beyond.

## **11. Search Engine Optimization (SEO).**

Fast And Beyond can not guarantee Top search positions or rankings of websites, But we do guarantee that your website will appear on google by search of its name and by keywords used to optimize the site for Search Engines.

The Client recognizes that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance.

The Client accepts that Google search engines, directories or other resources may block, prevent or otherwise stop accepting submissions of a domain, the clients accepts that Fast And Beyond will not be held responsible.

## **12. Security.**

**12.1.** Fast And Beyond will not be held liable for any viruses, hacking, malicious content or any Security breaches pertaining to any third party applications or to the Client's website.





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**12.2.** Fast And Beyond Hosting service provider may at any time suspend a domain should any viruses or malicious content be exposed through hacking or security breaches to any third party application or website.

**12.3** Fast And Beyond makes every effort to take security precautions on our Clients websites, this includes the relevant security plugins which keeps its servers secure, wherever possible. However we cannot guarantee the prevention of hacks, viruses or unexpected data deletion and cannot be held liable for any such damages as a result.

**12.4** Fast And Beyond cannot be responsible for any websites that have stopped working or have become faulty over time due to the website becoming “outdated”. Outdated websites can be affected due to many aspects, such as new browser software, outdated web code, etc. In this situation the Client may opt to have their website redeveloped or select one of our subscription based website packages free of charge ,the payment plans will remain the same, However in such cases, which rarely occur, Fast And Beyond normally has back-ups in place, and we will perform a website backup.

### **13. Price Change**

We reserve the right to change prices listed on our company website, which includes Our Web Design packages which are paid annually, Our Graphic Design Work, Our Consultation fee And Our Custom Printed Products.

### **14. Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Fast And Beyond harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney’s fees asserted against



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Fast And Beyond, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold Fast And Beyond harmless against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Fast And Beyond; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Fast And Beyond's Outsourced Server.

#### **15. Disclaimer**

Fast And Beyond shall not be responsible for any damages your business may suffer. Fast And Beyond makes no warranties of any kind, expressed or implied for services we provide. Fast And Beyond disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Fast And Beyond and its employees.

#### **16. Governing Law**

This Agreement shall be governed by English Law.

#### **17. Disclosure to law enforcement**

Fast And Beyond may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies.

We will cooperate fully with law enforcement agencies.



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## **18. Changes to the Terms of Services**

Fast And Beyond reserves the right to revise its policies at any time without notice.

## **19. Website Design & Development Maintenance and ongoing Support**

**19.1** Maintenance (changes or updates) on your new web site is included for once a month every month. It is that time that we can still perform any changes/updates to the site.

**19.2** You can purchase more maintenance time if required, Please note that the allocated maintenance time cannot rollover to the following month.

**19.3** Fast And Beyond will charge a service fee for any additional requested changes/updates made onto the client's website. The service fee amount will be determined by Fast And Beyond, the determination will be based on the additional amount of work. Service fees can vary from R150 – R850 on average.

**19.4** Fast And Beyond offers ongoing support to our clients without any limitations.

**19.5** Fixes for newly built websites need to be identified within a 14 day period from going live. If fixes are identified after this period then the client is limited to the maintenance plan provided (**19.1**).

**19.6** Maintenance does not mean "eyes on the website" all the time and issues on the website still need to be reported to Fast And Beyond.

## **20. Client Feedback And Revision**

**20.1** The Client should be prepared to offer some initial feedback as to how closely the suggested designs meet with their general needs and expectations. The Client can select the design strategy that best suits their needs and assemble and deliver a list of any desired discussion points for revision (if

necessary) to Fast And Beyond. The Client is more than welcome to combine elements from the different looks to create a FINAL look. The Client will then approve on the final design strategy.

**20.2** All projects includes 2 Revision Rounds. The client can request more review rounds free of charge. though the timeline will be affected.



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## **21. Communication:**

Fast And Beyond can be reached by telephone, WhatsApp, Our Tidio Powered Live Chat on our website, Via our social media accounts and email from Monday To Saturday between 9:00am and 4:00pm or by a best schedule appointment agreed upon. A 1-on-1 sit-in meeting with designer will be billed at an hourly rate of R750/hour.

## **22. Confidentiality**

The Client must inform the designer in writing before the project commences if any portion of any material or information provided by The Client is confidential.

## **23. Cancellations and Refunds**

Any abuse of our staff in any medium or format can result in the suspension or termination of your services.

Customers may cancel their services with us at any time in writing via email.

In the event of cancellation / termination, Fast And Beyond reserves the right to pursue any of the following: (1) remove equipment, software, services or resources owned by the Company and (2) remove any created websites, graphics, content, links, advertising and accounts.

There are no refunds once the full amount has been paid for all our services and material, And we don't offer any refunds as most likely the monies received would have already been put to use to provide timely and high quality service.



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#### **24. The following will not be endorsed by Fast And Beyond:**

- Adult/pornographic content, services and products.
- Illegal: firearms, ammunition, replicas, militaria, weapons and knives.
- Human parts and remains.
- Illegal drugs & paraphernalia.
- Unauthorized copies, copyright violations, plagiarised material.
- Psychic readings, palm readers, sorcery, black magic and divination's.
- Photos without permission or knowledge.
- Offensive material.

#### **25. Hosting**

Fast And Beyond is a reseller Elitehost (Pty Ltd) to bring you the best hosting solutions. All hosting and domain solutions offered through Fast And Beyond are bound by the terms and condition of Elitehost (Pty Ltd) . All technical issues related to hosting and domains are handled directly with Elitehost (Pty Ltd). Use of Fast And Beyond Web Design Services means you agree with the terms and conditions of domains and web hosting of Elitehost (Pty Ltd).(<https://www.elitehost.co.za/index.php/about/terms-and-conditions>)

#### **26. GRAPHIC DESIGN**

### **26.1. File Formats**

Fully paid designs will be supplied to The Client in: PRINT READY JPEG & PDF as well as PNG(at times transparent).



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### **26.2. Backup**

Fast And Beyond is not responsible for the Backup of any Final Designs once supplied to The Client.

### **26.3. Errors & Omissions**

Fast And Beyond is not responsible for errors and omissions supplied and/or approved by the client.

Fast And Beyond is not responsible for proof reading any designs. The Client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. The Clients' signature or go-ahead e-mail, or that of the authorised representative is required on all artwork prior to release for printing, digital publication, or other implementation.

## **27. Printing**



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## WHAT OUR CLIENTS GET.

### 28. WEB DESIGN & DEVELOPMENT

- Hosting of your domain, Website and Email Accounts
- Domain Registration, .co.za | .com | .org | .net | .joburg | Cape Town | .durban | org.za | .info |
- Search Engine Optimization
- Monthly Site Maintenance, Updates & Changes

#### 28.1 Basic Website Package

**Features:**

5 Page

Hosting

Domain Registration

3 Email Accounts

Web Security

Content

Seo

Personal Touch(We Can Design And Make Changes Based On What You Want).

**Functions:**

Graphic Designed Slide/Banner(hero image)

SideBar

Contact/Enquiry Form

Order/Register Form

Social Media Integration



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Entrance Animations  
Meet the Team Section  
FAQ's Toggle Section  
Testimonial Slide  
Pricing Table  
Footer  
Icons  
Google Maps Integration  
Copyright Free Stock Photos  
Image Gallery  
Portfolio Showcase

## **28.2 Advanced Website Package**

### **Features:**

5-10 Page

Hosting

Domain Registration

5 Email Accounts

Web Security

Content

SEO

Email Signatures





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Online Payment Gateway

PERSONAL TOUCH(we can design and make changes based on what you want).

**Functions:**

Graphic Designed Animated Slide/Banner(hero image)

Sidebar

Contact/Enquiry Form

Order/Book/Register Appointment Form

Social Media Integration

Meet The Team Section

Entrance Animations

Typing Effect

Animated Testimonial Slide

Pricing Table

Background Video/Image

Loading Icon(logo)

Google Maps Integration

Image Gallery

Copyright Free Stock Photos

FAQs Toggle

Portfolio Showcase

Video/Youtube

Video/Youtube/Vimeo/etc..(embed available)



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### **28.3 E-Commerce Website Package**

**Features:**

5-25 Pages

75 Products

Domain Registration

7 Email Accounts

Product Display & Description

Web Security

Ssl Certificate

Free Hosting

Content

Faqs

Email Signatures

Seo

Personal Touch(we can design and make changes based on what you want).

**Functions:**

Shopping Cart System

Secure Online Payment Gateway

Shipping Module Processing

Automatic Invoice Generator

Store Account

Product Reviews

Product Specials

Product Variables(color/size/quantity) with Variable Pricing

Categories

Account Registration/Login



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Order Tracking  
Site Search & Browse  
Express Checkout  
Android/Ios App For Order Notification  
Advanced Website Functions Included

### **29. Graphic Design**

High Quality Designs  
3 Design Options.  
3 Different File Formats

### **30. Printing**

Quality Printing  
Free Country-Wide Delivery  
All Printing Material Are Full Colour  
Satisfaction Guarantee

THINGS YOU CAN DO (My Website is Online! Now What?)

Q: When Can I Expect to See Improved Results in the Search Engines?

A: You will most likely see your website appear in searches within 2-4 weeks. However every search engine is different and none of them provide any guarantees that they will search your site and index it by a certain date. In most cases we see the search engines adding new websites to their results within two weeks, and noticing changes to existing websites in 2-3 weeks. However, it can take 3-4 months to really start moving up the ranks on google's index as well as bing, yahoo and others.

Q: What can I do to help my Website's Search Engine Rank on my Own?

A: Post to your Blog regularly; Add new content to your website — When writing content, be sure to use relevant keywords & phrases; Share your blog articles & web pages on the social media sites; Encourage your customers to write reviews on 3rd Party website like Yelp & Google; Tell your friends about your website and ask if they will link to your site or promote it elsewhere on the web IE: Facebook, Twitter & Instagram.