ERCOLE GROUP

Ercole Group Pty Ltd

Design | Build | Maintain | Sales

TERMS & CONDITIONS

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Disclaimer: This document contains proprietary and confidential information intended solely for the use of the recipient. Any unauthorized review, use, disclosure, or distribution is prohibited.

The terms and conditions stated in this document apply to all Ercole Group Clients unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Ercole Group and the Client. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between Ercole Group and the Client then the terms and conditions hereunder will apply.

Please note that these Terms and Conditions are Subject to updates. as and when these occur you will be notified where you can download an updated version.

1. ESTIMATES

1.1 Ercole Group may provide Clients with initial estimates, otherwise referred to as quotations, for projects on request. The final project value may vary from the initial quotation if additions are requested to the original scope of work.
1.2 Ercole Group will provide quotations in writing by email to Clients. Acceptance by a Client of Ercole Group estimate is subject to acceptance of the terms and conditions unless specifically agreed in writing between the Client and Ercole Group to the contrary.

2. INVOICING & PAYMENT TERMS

2.1 Ercole Group standard payment terms are 7 days from the date of invoice.
2.2 New projects require a 50% upfront payment for the commencement of a project,50% once the development is complete, final payment before the project is made live.
2.3 Monthly or retainer invoices will be invoiced by the 2nd of the month and needs to be paid within seven business days thereafter. Late payment will result in interest being charged to the account and a suspension of retainer services.
2.4 In the event that website development cost has been broken up into a payment plan, Ercole Group will remain the owners of the website until the design and development work has been paid in full as per the initial quotation.
2.5 Ercole Group reserves the right to increase their pricing in line with the official annual inflation rate each year, which is obtained from Statistic South Africa's latest available Consumer Price Index (CPI) Headline Report.

3. PROJECT TERMS

3.1 Unless expressly agreed in writing to the contrary Ercole Group will not accept liability to the Client for unforeseen delays in completing a project.
3.2 In the event that there is a delay in the completion of a project, Ercole Group will communicate such delays to the Client in writing via email.
3.3 All website or online marketing tactic setup content needs to be provided by the client within 2 weeks of a deposit being paid to commence a project.
3.4 All Graphic design content needs to be provided within 1 week of a deposit being paid to commence a project.
3.5 The client is required to provide Ercole Group with all the content required for a project within the period detailed above. Should the client delay issuing Ercole Group with the content required for the project, Ercole Group reserves the right to renegotiate the cost of the project as well as the expected completion date. In such instances, Ercole Group will request any outstanding payments to be settled before the continuation of the project.

4. ONGOING MAINTENANCE AND SUPPORT

4.1 Fixes for newly built websites need to be identified within a 14 day period from going live. If fixes are identified after this period and the client is not on a Maintenance agreement then a quotation will be issued to commence such fixes.
4.2 Ercole Group cannot future proof its services or products. Once a client has signed off on a project the responsibility to maintain and update plugins and Themes used on the website becomes the client's responsibility unless a maintenance agreement has been signed with Ercole Group which covers such incidents.
4.3 Maintenance does not mean "eyes on the website" all the time and issues on the website still need to be reported to Ercole Group's account manager.
4.4 Development faults with plugins or themes used on a website built by Ercole Group are not covered by a maintenance agreement and will be quoted for separately as in most cases the original software developer will need to be involved.
4.5 Similarly, hosting and website faults remain the responsibility of the hosting provider and do not fall under any maintenance agreement.
4.6 A Ercole Group account manager can be present to consult at external meetings if required, however, such meetings need to be arranged in advance and unless prior arrangements have been made such consultations will be limited to one meeting per month of a maximum duration of 1 hour. Consultations will be charged at our standard consulting rate.

5. TERMINATION OF SERVICE

5.1 Cancellation of any products or services may be made at any time by providing Ercole Group with a cancellation request 1 calendar month in advance, in writing.
5.2 In the event of cancellation of the agreement prior to the completion of the cancellation period, Ercole Group reserves the right to pursue any of the following: (1) remove equipment, software, services or resources owned by the Company, (2) bring legal action against the Client for contractual breach or (3) remove any created websites, graphics, content, links, advertising and accounts.

6. (3RD) PARTY SERVICES

6.1 Ercole Group will offer to Clients' third party services such as those offered by Google to enhance the performance of their websites. Ercole Group may include in quotations the setup and maintenance of such third party services. Ercole Group will not be liable to the Client for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

7. WEBSITE DEVELOPMENT AND DESIGN TERMS AND CONDITIONS

7.1 All website content needs to be provided by the client within 2 weeks of payment of a deposit to commence a project. Should the client delay issuing Ercole Group the content required for the project, Ercole Group reserves the right to renegotiate the cost of the project as well as the expected completion date. In such instances, Ercole Group will request any outstanding payments to be settled before the continuation of the project.
7.2 CMS websites require updates to plugins and themes. If the client has not opted for monthly maintenance, such updates and the cost thereof, remain the responsibility of the client. However, plugins and themes may be quoted for separately if required.
7.3 Additional pages, images and revisions on projects above the scope of work agreed above will attract additional charges.
7.4 All E-commerce websites will come with Flat Rate shipping. It is the client's responsibility to negotiate shipping costs with his/her preferred supplier and to provide Ercole Group with specified flat rates. Alternative Shipping Plugin purchase and configuration fall out of the scope of work, unless specifically quoted for.
7.5 All e-commerce website will have Payfast and EFT payment as the default payment options. It remains the responsibility of the client to sign up with Payfast and to provide us with their login details.

7.6 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.
7.7 Landing pages, unless otherwise stated are created using a specific Landing page platform. If you want a copy of this page we can provide it, but it will only be reactivated using a version of the same platform, as the code is customised for use on this platform.
7.8 Viruses & Outdated Websites, Ercole Group 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.
Ercole Group 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. Ercole Group cannot be expected to keep your website updated in every aspect without being compensated to do so. In this situation the Client may opt to have their website redeveloped or select one of our subscription based website packages where Ercole Group is responsible for updating this on your website at all times.

8. SEO TERMS AND CONDITIONS

8.1 Ercole Group accepts no responsibility nor liability to the Client for the actual rankings achieved or how such rankings may vary over time. Search engines are known to change their algorithms and in such doing rankings and traffic may fluctuate.

9. EMAIL MARKETING TERMS AND CONDITIONS

9.1 Ercole Group will setup Client’s email with email service providers and charge a fixed amount for doing this.
9.2 Payment of Monthly charged based on subscribers will remain the responsibility of the client.
9.3 Ercole Group will not be liable for any purchased, rented, or third-party lists of email addresses that were/are purchased/provided by the client for newsletter or emailing distribution.
9.4 Ercole Group will not be held liable for any penalties placed upon the client by the email service provider as a result of purchased, rented, or third-party lists of email addresses or spam content used in newsletters.

10. CONTENT MARKETING TERMS AND CONDITIONS

10.1 The Client’s account manager will post content based in the client’s: Target Market, Products, Industry, but occasionally content might be relevant to General Internet Trends or Holidays. The Client is responsible for setting content guidelines with the Account Manager, these guidelines can be in the form of a list of approved: websites, newsletters, rss feeds where the Account Manager can derive content from.
10.2 The Account Manager cannot take responsibility for the sharing of, nor comments made in response to content posted on the page, as this is the nature of social media interactions. An Escalation process will be followed with feedback on the social media sites, but in no way will any actions taken in response to these contradict the objective of company transparency.
10.3 Unless otherwise agreed the content for newsletters will be provided by the client, although the account manager may give some suggestions for content going forward.
10.4 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.

11. HOSTING TERMS AND CONDITIONS

11.1 Ercole Group will invoice for hosting and domain renewals on an annual basis. This is only applicable for websites hosted and maintained by Ercole Group
11.2 Ercole Group will use their best endeavours to rectify the cause of any disruption in the hosting service of a Client’s website(s) and to minimise the duration of any such instances. This is only applicable for websites hosted and maintained by Ercole Group.
11.3 Ercole Group will not be liable to the Client for any compensation in respect of any downtime that may occur with the hosting of their website(s).
11.4 Only If website maintenance is selected and paid for on a monthly basis,will Ercole Group keep a backup of all Client website files.
11.5 In the event that a Client wishes to move their website to another web server supported by another party, then Ercole Group will cooperate fully, subject to all outstanding amounts being paid up in full, in some instances a transfer fee will be applicable.
11.6 Ercole Group will troubleshoot any problems reported by the Client with their email. If the problem is due to an omission by Ercole Group then no charge will be made to the Client. If the problem is not due to an omission by Ercole Group then the Client will be charged

11.7 Login details and passwords need to be kept confidential and secure. Ercole Group will not be held accountable for email account/website hacks. We do not keep passwords on record and will subject any password request to security measures deemed sufficient to legitimise the request

12. GENERAL SERVICE DISCLAIMERS

The Client acknowledges the following with respect to services:
12.1 Ercole Group accepts no responsibility for policies of Google, third-party search engines, directories or other websites ("Third-Party Resources") that the Client may submit to with respect to the classification or type of content it accepts, whether now or in the future. The Client's web site or content may be excluded or banned from any Third-Party Resource at any time and the Client agrees not to hold Ercole Group responsible for any liability or actions taken by Third-Party Resources under this Agreement.
12.2 The Client furthermore acknowledges that the nature of many of the resources the Ercole Group may employ under this Agreement are competitive, therefore Ercole Group does not guarantee top rankings, consistent positioning or specific performance of any strategies employed and the Client accepts that the Ercole Group past performance is not indicative of any future results the Client may experience.
12.3 The Client recognizes that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion and that internet advertising may be subject to the individual advertising network's policies and procedures.
12.4 The Client accepts that Google Adwords, search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.
12.5 The Client acknowledges that search engines may drop listings from its database for no apparent or predictable reason. The Company shall re-submit resources to the search engine based on the current policies of the search engine in question.
12.6 Ercole Group will endeavor to make every effort to keep the Client informed of any changes that Ercole Group is made aware of that impact any of the campaigns and strategies and the execution thereof under this Agreement. The Client also acknowledges that Ercole Group may not become aware of changes to third-party resources, industry changes or any other changes that may or may not affect campaigns or services.
12.7 Ercole Group, for the duration of this agreement, may develop design strategies and codes, which, in Ercole Group's opinion improve the Client's website. Ercole Group and the Client will review these suggestions together and once mutual agreement is reached activate these changes. If the Client decides to make any material changes to the website, the Client will consult with Ercole Group prior to implementing these changes, to make sure that they do not conflict with Ercole Group marketing strategy.
12.8 Third-Party Resources, particularly Facebook, change their layout and can very often affect any business page installations and applications. The Company will not be held liable for these changes and, should work need to be done to rectify, then a new "quote" would need to be drawn up.
12.9 Ercole Group and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

13. COPYRIGHT

13.1 The source code of all website web pages remains the intellectual property of Ercole Group until such time as payment is made in full by the client and may not be copied and used by any other party without the consent of Ercole Group.
13.2 All scripts, CSS and include files used within Client websites, remains the intellectual property of Ercole Group until such time as payment is made in full by the client and may not be copied and used by any other party without the written consent of Ercole Group.
13.3 The stored procedures, functions and triggers programmed into SQL Databases remain the intellectual property of Ercole Group until such time as payment is made in full by the client and and may not be copied and used by any other party without the consent of Ercole Group.
13.4 All Client logo images, images unique to the Client, i.e. of their premises, workforce and their business, plus all written copy, belong to the Client and are covered under their copyright. Ercole Group will not reuse Client written content or images without the express permission of the Client.
13.5 Ercole Group will not be liable for any copyright infringements committed by the Client with regards to content provided for marketing materials. The Client hereby agrees that all content submitted to Ercole Group is original content and not copied off other websites as copying content of other online assets will directly impact Ercole Group ability to run an effective marketing strategy for the Client.

13.6 The Client and the Company acknowledge and agree that the Specifications and all other documents and information related to the development of the Ercole Group Campaign (the "Confidential Information") will constitute valuable trade secrets of the Company. The Client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

14. BREACH

14.1 In the event that the Client does not pay an invoice within the time frame allocated in the invoice, then Ercole Group has the right to suspend all further works for that Client until such time as payment is made in full.
14.2 In the event that the Client does not pay a hosting subscription invoice within 7 days of the due date, i.e. 9 days after the invoice date, then Ercole Group reserve the right to turn off any website hosting until such time as the invoice is paid in full.
14.3 In the event that the Client becomes insolvent or goes into liquidation Ercole Group have the right to immediately terminate their contract with the Client and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.
14.4 In the event that a Client delays the progress of a project with Ercole Group then Ercole Group will be entitled to give 14 days written notice to the Client. If the Client does not satisfactorily remedy the cause(s) of the delay, within the 14 day notice period, then Ercole Group will have the right to terminate the service. Ercole Group will invoice the Client for the full value of works carried out to-date.
14.5 In the event the Client fails to make any of the payments referenced in deadline set forth, Ercole Group has the right, but is not obliged, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned by the Company or (3) bring legal action.

15. WHAT CAN BE EXPECTED OF US

15.1 We aim to achieve the highest level of client satisfaction and for our clients to have absolute faith in our standard of work and the professional manner in which we conduct business. We will:
be friendly, courteous and helpful when contacted
make every effort to explain things clearly and in terms you can understand, keeping jargon to a minimum
agree with you the type of service you can expect to receive respond to your phone calls, emails and letters in a timely manner treat all clients fairly confidentiality

16. WE EXPECT OF OUR CLIENTS

16.1 We expect you to:
provide any information that has been requested within agreed timescales pay all invoices within the payment terms defined in our agreement let us know in advance if you are unable to do this, or if your circumstances change

17. IMPROVING OUR SERVICES

17.1 We are keen to improve our high level of Client service and welcome any comments that you have, either complimentary or critical. If a project has not met its targets we would appreciate your feedback about what we can do to avoid the situation in future. We want our clients to be 100% happy with the service they receive.

Declaration : By signing this form I declare that I am aware of and agree to comply with the Terms and Conditions of Ercole Group. I also declare that the information provided by me is true.

Client: Business, Name and Surname:_____

Client signature:_____ **Date:**_____