
TERMS AND CONDITIONS OF SERVICE

Effective Date: 1 June 2026

Last Updated: June 2026

These Terms and Conditions ("Agreement") govern the relationship between Lnq Webs ("we," "us," or "the Agency") and any client ("you" or "the Client") who engages Lnq Webs for web design, graphic design, branding, or related digital services. By commissioning any service from Lnq Webs, you agree to be bound by this Agreement in its entirety.

1. Definitions

For the purposes of this Agreement, the following definitions apply:

- "Agency" means Lnq Webs, a web design and branding agency based in Johannesburg, South Africa, operating under the brand name Lnq Webs (lnqwebs.co.za).
- "Client" means any individual, sole trader, company, or organisation that engages the Agency for services.
- "Project" means the specific scope of work agreed upon between the Agency and the Client, as described in a written proposal, quotation, or agreement.
- "Deliverables" means the final output produced by the Agency for the Client, including but not limited to website designs, graphic assets, logo files, and brand guidelines.
- "Intellectual Property" means all creative works, designs, code, concepts, and materials produced in connection with a Project.
- "Confidential Information" means any non-public information shared by either party in the course of the engagement.

2. Scope of Services

Lnq Webs offers the following core service categories:

- Web Design – Custom UI/UX design, mobile-first responsive layouts, brand-aligned visual systems, wireframing, prototyping, and design handoff.
- Graphic Design – Social media graphics and templates, print design (flyers, brochures, posters), presentation design, marketing materials, and digital advertising creatives.
- Branding – Logo design and variations, colour palette and typography, brand guidelines documents, business card and stationery design, and social media kits.

The specific services to be rendered will be confirmed in a written proposal or quotation issued prior to commencement of any Project. Any services not explicitly included in the agreed scope are excluded and may be subject to additional fees.

3. Project Engagement & Process

3.1 Quotation and Acceptance

All Projects commence upon the Client's written acceptance of a formal quotation or proposal issued by Lnq Webs. Verbal agreements do not constitute a binding commitment. Quotations are valid for 14 (fourteen) calendar days from the date of issue unless otherwise stated.

3.2 Project Brief

The Client is responsible for providing a clear and comprehensive project brief prior to commencement. This includes all required content, reference materials, brand assets, and any other information necessary for the Agency to perform the agreed services. Delays caused by incomplete or late provision of materials may result in revised timelines at the Agency's discretion.

3.3 Design & Development Process

Lnq Webs follows a defined five-stage process: Discovery, Strategy, Design, Refinement, and Delivery. The Client will be engaged at each key milestone for review and approval.

3.4 Revisions

Each Project includes a defined number of revision rounds as specified in the proposal. A revision is defined as a consolidated set of feedback submitted in a single communication. Feedback submitted in multiple separate rounds may count as separate revision rounds. Revisions beyond the agreed number will be charged at the Agency's prevailing hourly rate, which will be communicated to the Client before additional work commences.

4. Payment Terms

4.1 Deposit

A non-refundable deposit of 50% (fifty percent) of the total Project fee is required before any design or development work commences. Work will not begin until this deposit has been received and confirmed.

4.2 Final Payment

The remaining 50% (fifty percent) balance is due upon completion of the Project and prior to the release of final files, live deployment, or handoff of any Deliverables. The Agency reserves the right to withhold Deliverables until payment is received in full.

4.3 Payment Methods

Payments are to be made via electronic funds transfer (EFT) to the Agency's designated bank account, as detailed on the invoice. Alternative payment arrangements may be agreed upon in writing.

4.4 Late Payment

Invoices not settled within 7 (seven) calendar days of the due date may incur a late payment fee of 5% (five percent) per month on the outstanding balance. The Agency reserves the right to suspend all active work on a Project until all outstanding amounts are settled.

4.5 Currency

All fees are quoted and invoiced in South African Rand (ZAR) unless otherwise agreed in writing.

5. Intellectual Property & Ownership

5.1 Transfer of Ownership

Upon receipt of full and final payment, the Agency assigns to the Client full ownership of the agreed final Deliverables, including website designs, logo files, and brand assets created specifically for the Project.

5.2 Agency Retention of Rights

The Agency retains ownership of all preliminary concepts, unused design options, working files, source code frameworks, and proprietary tools or methodologies used in the delivery of services. Ownership of working files (e.g., Figma source files, layered design files) is retained by the Agency unless explicitly agreed and paid for as a separate line item.

5.3 Portfolio Usage

The Agency reserves the right to showcase completed Projects in its portfolio, across its website, social media channels, and marketing materials, unless the Client provides written objection prior to Project completion. Portfolio usage does not include disclosure of confidential business information.

5.4 Third-Party Assets

Where licensed third-party assets (such as stock images, typefaces, or icon libraries) are incorporated into a Project, the Client is responsible for ensuring continued compliance with the applicable licensing terms. The Agency will inform the Client of any such assets used.

5.5 Credit

Lnq Webs reserves the right to include a discreet development credit (e.g., "Developed by Lnq Webs") in the footer of websites built by the

Agency, unless the Client requests removal in writing. Removal of the credit line may be subject to an additional fee.

6. Client Responsibilities

The Client agrees to:

- Provide all required content, materials, and approvals in a timely manner. Delays attributable to the Client may result in revised timelines and, where applicable, additional costs.
- Ensure that all content, images, text, logos, and other materials supplied to the Agency are owned by the Client or that the Client holds appropriate rights to use them. The Agency accepts no liability for intellectual property infringement arising from Client-supplied materials.
- Review and provide consolidated, clear feedback within the timeframes indicated by the Agency during each review stage.
- Ensure that an authorised representative is available and responsive throughout the Project duration.
- Pay all invoices by the agreed due dates.

7. Timelines & Delivery

Estimated timelines will be provided in the Project proposal. These are indicative and subject to change based on:

- Timely receipt of content, materials, and approvals from the Client;
- The complexity and scope of the Project;
- The number and nature of revision requests;
- Circumstances beyond the Agency's reasonable control (see Section 12 – Force Majeure).

The Agency will communicate any material changes to agreed timelines as early as practicable. The Agency cannot be held liable for losses resulting from delays caused by the Client or by circumstances outside the Agency's control.

8. Cancellation & Termination

8.1 Cancellation by the Client

If the Client wishes to cancel a Project after work has commenced, written notice must be provided to the Agency. The following cancellation terms apply:

- Cancellation within 48 hours of signing: Full deposit refund, less any costs already incurred.
- Cancellation after design work has commenced: The deposit is forfeited. If work completed exceeds the deposit value, the Client will be invoiced for the balance of work performed.
- Cancellation after final designs have been submitted for approval: The full Project fee is payable.

8.2 Cancellation by the Agency

The Agency reserves the right to terminate a Project at any time if the Client engages in abusive, unlawful, or otherwise unacceptable conduct; fails to make payment; or provides materials that infringe third-party rights. In such cases, the Agency will issue a final invoice for work completed to date.

8.3 Project Abandonment

If a Project is placed on hold by the Client for a period exceeding 30 (thirty) calendar days without written agreement from the Agency, the Agency reserves the right to treat the Project as abandoned and invoice for all work completed to date. Re-engagement after abandonment may require a new proposal and deposit.

9. Confidentiality

Both parties agree to treat as confidential any non-public information disclosed by the other party in the course of the engagement. Neither party will disclose confidential information to third parties without the prior written consent of the disclosing party, except where required by law.

This obligation of confidentiality survives the termination of this Agreement.

10. Warranties & Representations

The Agency warrants that:

- Services will be performed with reasonable skill, care, and diligence;
- Deliverables will be substantially consistent with the agreed brief and scope;
- The Agency holds the right to enter into this Agreement and is not subject to any conflicting obligations.

The Client warrants that:

- All materials, content, and information provided to the Agency are accurate, lawful, and do not infringe third-party rights;
- The Client holds the authority to enter into this Agreement on behalf of the entity named.

11. Limitation of Liability

To the fullest extent permitted by applicable South African law, the Agency's total liability to the Client for any claim arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client for the specific Project giving rise to the claim.

The Agency shall not be liable for:

- Loss of revenue, profit, data, or business opportunity arising from the use or inability to use the Deliverables;
- Any indirect, incidental, consequential, or special damages;
- Third-party claims, actions, or costs arising from Client-supplied content;
- Errors or issues introduced after the Agency's handoff of final Deliverables.

12. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, civil unrest, strikes, power outages, internet disruptions, or government-imposed restrictions. The affected party shall notify the other as soon as reasonably practicable and shall use reasonable efforts to resume performance.

13. Hosting, Domains & Third-Party Services

Unless expressly included in the agreed scope, Lnq Webs does not provide web hosting or domain registration as part of its design services. Where the Agency assists with hosting setup or domain configuration on behalf of the Client, the following applies:

- Domain names and hosting accounts are registered in the Client's name and remain the Client's property;
- The Client is responsible for all ongoing hosting and domain renewal fees;
- The Agency is not liable for service interruptions, data loss, or downtime caused by third-party hosting providers;
- Any third-party platform fees (e.g., premium plugins, stock imagery, form services) are the Client's responsibility unless otherwise agreed.

14. Website Maintenance

Ongoing website maintenance is not included in design project fees unless explicitly stated in the proposal. Where a maintenance package is offered and accepted, the specific terms, inclusions, and pricing will be set out in a separate maintenance agreement or addendum. The Agency reserves the right to update maintenance pricing at the start of each new billing cycle, subject to reasonable notice.

15. Governing Law & Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa. In the event of a dispute, the parties agree to first attempt resolution through good-faith negotiation. If unresolved within 21 (twenty-one) calendar days, the dispute shall be referred to mediation before either party may pursue formal legal proceedings. The courts of South Africa shall have exclusive jurisdiction over any disputes arising from this Agreement.

16. General Provisions

- **Entire Agreement:** This Agreement, together with any accepted proposal or quotation, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, or agreements.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **Waiver:** Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce it in the future.
- **Assignment:** The Client may not assign rights or obligations under this Agreement without the prior written consent of the Agency.
- **Notices:** Formal notices under this Agreement shall be delivered in writing via email to hello@lnqwebs.co.za or to the Client's registered email address.

17. Contact Information

For any queries relating to these Terms and Conditions, please contact Lnq Webs at:

Lnq Webs

hello@lnqwebs.co.za

071 885 0921

lnqwebs.co.za

Johannesburg, South Africa

By engaging Lnq Webs for any service, commissioning a project, or making payment, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions in full.