

Applies to all clients who accept a quotation, book a service, or make payment for any design, hosting, or digital product provided by By His Grace Studios.

These Terms & Conditions apply to all services provided by By His Grace Studios, including but not limited to website design, wedding websites, hosting, branding, and digital products. By accepting a quotation, booking a service, or making payment, the client agrees to the following terms.

1. Ownership & Copyright

All creative work, including website design, layout, graphics, and custom content created by By His Grace Studios remains the intellectual property of By His Grace Studios under the Copyright Act 98 of 1978 (South Africa).

Clients receive non-exclusive usage rights to completed work upon full payment. Copyright is not transferred unless specifically agreed in writing. No design may be edited, resold, copied, reused, or claimed by another developer or service provider.

Removal of the "Designed by By His Grace Studios" credit without written permission is a violation of the studio's moral and intellectual property rights.

2. Hosting & Access

All websites hosted by By His Grace Studios are stored on a shared hosting account. For privacy and security reasons, clients will not receive login details for the main hosting account or full cPanel access.

Access to website statistics, storage usage reports, and email setup details may be provided upon request, in read-only format or via limited access, at the discretion of the studio.

Domain transfer requests will be honored upon receipt of a formal written request on company letterhead. Website design files, code, and templates will not be shared with third parties.

3. Refunds & Deposits

- Deposits and reservation fees are non-refundable.
- Completed work is non-refundable due to time, labor, and creative effort already invested.
- Payments made for hosting or subdomain/domain registration are non-refundable.

4. Turnaround Time

The turnaround time is as stated in your original quotation. Please note that delays may occur due to unforeseen circumstances such as illness, hospitalization, or loadshedding. In such cases, you will be kept informed.

5. Refunds & Reserving Fees

Reserving fees for website specials are non-refundable, as these are used to secure hosting, subdomains, or domain names on your behalf.

Any completed work is non-refundable due to the time, effort, and creative investment already made.

4. Revisions & Additional Charges

Clients are entitled to request design changes within 5 working days of receiving their completed website or wedding website. Changes requested after this period will incur additional charges based on the time and scope required.

If a project is marked as complete and no changes are submitted within the 5-day window, the project is considered final.

5. Client Communication & Content Submission

Official communication is conducted via WhatsApp and Email. For quality control, all photos must be submitted via email only. Photos sent via WhatsApp will not be accepted for final website use.

All requested content (e.g. images, text, videos, links, branding) must be submitted timeously to avoid delays. The turnaround time stated in your quotation begins once full payment and all required information has been received.

6. Turnaround Time & Delays

Turnaround times are clearly stated in quotations. Delays caused by illness, hospitalization, loadshedding, or other unforeseen circumstances will be communicated, and clients are asked to extend grace accordingly.

7. Use of Website Credits

All websites created by By His Grace Studios will include a footer credit (e.g. "Designed by By His Grace Studios"). This may be linked to the studio's official website. Clients are not permitted to remove or modify this credit unless written permission is granted.

8. Legal Standing

These Terms & Conditions are publicly available at www.byhisgracestudios.co.za/terms and are legally binding upon quotation acceptance or payment. Clients are expected to familiarize themselves with these terms before proceeding with any service.

Due to copyright law, clients are not entitled to design source files, backend access, or transfer rights unless otherwise stated in a signed agreement. The studio is under no obligation to explain or provide proof of these rights, as they are protected by law.

9. Final Agreement

By His Grace Studios reserves the right to update these Terms & Conditions at any time. The most current version will always be available online.

By engaging in services, making payment, or approving a quotation, the client confirms full understanding and agreement with the above terms.