



Date:
Reference:
Client

Monday, 2020/10/05
WD 1234567
John Doe

PACKAGE AND PRODUCT DETAILS	Ex vat	15% vat	Incl. vat
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CMS 1-5 PAGER (WORDPRESS)

- > Up to 5 pages & 5 menu items. Content: +/- 300 words & 2 Pics per page. 1 gallery of up to 12 images. 1 contact form with max 10 fields. SEO Status Certificate. 1 reviews of template.
- > All content to be supplied by client.
- > Hosting, Emails & .co.za domain included for 1 year at no price difference.
- > 14 day timeline (very important). 4 Development hours.

R2 200,00

R330,00

R2 530,00

** Upon reflection of invoiced funds, all projects are queued to be activated on Wednesday

PACKAGE TOTALS

R2 200,00

R330,00

R2 530,00

CLIENT DETAILS

(Please write / add in any missing information)

Full Name |

Physical Address |

Billing Address (to display on invoice) |

Company name & Reg. (if applicable) |

Client I.D. # or entity Reg / NPO / NGO # |

Vat number (if applicable) |

E-mail address |

Cell Phone / SMS # / WhatsApp / Data # |

Note: SA Online uses Email, Cell Phone / WhatsApp / Data Calls / SMS.

CLIENT ACCEPTANCE OF FEE, SERVICE & TERMS continue >>

CLIENT ACCEPTANCE OF FEE, SERVICE & TERMS.

1. A Client has the option to pay online via credit card or standard EFT. If you pay by credit card our office will invoice an extra 4.5% to cover the gateway and admin fee. Please confirm your preferred method of payment when you respond to this agreement -

I wish to pay via:

EFT

Credit Card

Cash Deposit (Terms apply)

2. A Client (is the entity with details within the quote / service agreement) can accept services, costs and terms via any of these methods:

- Digital acceptance via our quote and invoice system (Xero) by clicking 'accept', or/and:
- Email acceptance by reply to this original quote / service agreement thread and confirming acceptance in the email thread from your own email account, or/and:
- A signature on the quote / service agreement in the space provided below if you print this document, scan and return:

Full Name: _____

Date: _____

Signature: _____

Any of the above acceptance methods duly completed will constitute a legally binding agreement between the Client and SA Online. When engaging with SA Online, you are opting in and accepting: Terms of Use | Privacy Policy | POA with full details at website link: saonline.africa/use.html

3. An acceptance by the Client also confirms they have:

- Read and understood all conditions,
- Are duly authorized to accept,
- Have made this decision of their own free will without reservation or persuasion,
- That the acceptance and details included supersede prior written or spoken arrangements.

GENERAL TERMS

1. Websitedesign.co.za & other related websites are divisions of SA Online (www.saonline.africa)
2. 3rd third party / preferred supplier/s or external Suppliers terms and conditions will automatically apply when their services are mandated by a Client, subject to a copy of such terms being provided to the Client in writing.
3. A Client can request additional add on services and costs post acceptance of this Quote / Service Agreement subject to the request being made in writing by the Client and SA Online approving additional services, and related invoice settled.
4. SA Online will endeavour to deliver services within its mandate and reasonable power, but will not be held liable for service delivery failure as a direct result of acts of "God" or factors out of its reasonable control, for example but not limited to: death, illness, theft, hardware / telephone / power failure, cybercrime, general crime, state of emergency or disaster, external or preferred third party or external suppliers failure. The Client accepts that SA Online will not accept liability in any these instances and no refunds will apply.
5. It is the Client's responsibility to manage and maintain their project / website / app content / systems from the time SA Online hands over / closes a project/s or development is completed / terminated / expired. No exception. A Client should always consider backing up their project. Our office encourages Clients to use extra security as well as update and maintain their website / app content, code every 12 months.

PAYMENT TERMS:

1. Payments, unless otherwise stated within the quote and/or related invoice, must be made within 5 days from the date of invoice being issued.
2. When applicable, payments such as but not limited to final payments, are due at the end of the Project Time Line / detailed within quote / e-mail / activation email / balance invoice. A final payment cannot be delayed if a project or service is incomplete or delayed for reasons related to Client.
3. If a preferred third party or external supplier is used, SA Online reserves the right to request payment in full for related services. There are no refunds or cancellation of such services under any circumstances.
4. A Client can request 1 payment extension (of 1 week), subject to written request of such made to websitedesign.co.za, SA Online reserves the right to decline a payment extension. Further payment delays will allow SA Online to charge interest on balance outstanding and/or fees for Project Timeline extensions per week delayed.
5. Payments must be made via EFT. If a Client elects to make payment via SA Online's online payment gateway with their debit / credit card, they accept the extra fee of 4.5% above. If a Client makes a direct cash deposit, they must settle the banks cash handling fee to ensure SA Online does not suffer the deposit costs. Cheque or Zapper payments are not accepted.
6. All payment references must include the invoice BK number (displayed on invoice). Payment slips must be sent to payments@saonline.africa | SA Online will not accept remittance advices, purchase orders, or good will payment emails as proof or surety of payment. A Client's funds must clear in SA Online's account before they are credited.
7. In general SA Online will issue a deposit invoice (50%) and a balance invoice (50%) for webpage design or standard services. However, and at its own discretion, reserves the right to issue a full (100%) single invoice or multiple invoices which quantify the service fee, for products such as, but not limited to: custom products or add ons.
8. A website / project will only 'go live' once all accounts are settled. SA Online may allow a client to review a project using a preview link. No project / content will be transferred / shared with an external provider if payment is not settled.

REVIEW, CANCELLATION AND BREACH TERMS:

1. Should either Client or websitedesign.co.za dispute a projects progress / status / deliverables or if there is any evidence of any variety of factor effecting service delivery, either party can declare a Project Dispute, which will then be handed over for review by SA Online. At such a time all work will be suspended until the review has been concluded. | b.) SA Online will review the project as well as a written submission which must be presented by both parties in concise and factual points. Determination will be based on the scope of the original agreement

and merits of subsequent evidence. A Project Dispute review by SA Online must be finalized within 21 working days from date of Review Notices being issued by SA Online.

2. SA Online reserves the right to cancel a Service Agreement / Project / Service if a Client breaches one (1) or more terms or conditions, subject to SA Online offering written notice including the reason for the cancellation. In this instance a full cancellation fee as well as all related costs will be due by the Client.
3. A Client can cancel a service at any time, subject to written notice being issued to SA Online. A cancellation fee will apply in this instance at either: 50% of the full fee if the quote / service agreement has already been accepted, or 75% of the full fee if the project / service has already been activated (activation email) or assigned to a developer / designer, or 100% of the fee if the project is completed in line of scope (per quote / service agreement) or is a 3rd Party or Preferred Supplier service.
4. A Client accepts that their project / website / content needs to be compliant with all relevant laws and legislation, and if they instruct websitedesign.co.za to use or publish content or material that contravenes law or legislation they will accept full liability and costs.
5. A Client accepts that publicly publishing or sharing their experience or personal opinions about websitedesign.co.za / SA Online, notwithstanding actual facts or points that are legally correct, is prohibited. This is a specific condition of this agreement.
6. If a Client elects to accept a project that makes use of an external / 3rd party provider sourced or secured by the Client, and this supplier delays or jeopardizes a project, the Client will not delay payment due to SA Online.
7. Domains, website, content, projects, apps, code, as well as e-mail service, are only transferred to a Client's name or care on full settlement of all accounts due to SA Online, and until such time remains under the management or ownership of SA Online. SA Online reserves the right to suspend, retain or cancel services or property if payment is late for any account due to SA Online or if there is any instance of Client breach.

HOSTING TERMS (Only applicable and/or when related services are included in quote/service agreement):

1. SA Online is a reseller of international as well as local hosting solutions, using the highest industry service provider/s available. SA Online can at its own discretion elect to change service provider subject to written notice issued to a Client.
2. Websitedesign.co.za offers hosted Clients quality client support and care related to their email and hosted services via email (hosting@websitedesign.co.za) and WhatsApp (0648092035). This support is available during working hours and days, excluding public holidays and company closure dates.
3. Unless otherwise stipulated in writing, hosting and e-mail products are for hosting space and bandwidth services only. Hosting and e-mail account management, troubleshooting, support, device set up, training or monitoring are not automatically included within services.
4. Hosting services are billed by "Provision", service provisions relating to but are not limited to bandwidth, hard drive space, e-mail and website traffic usage (per GIG) and, when applicable, are detailed within the quote and / or service agreement. A Client accepts that should a provision be exceeded, SA Online reserves the right to charge for extra service, subject to due written notice being provided to a Client.
5. Any evidence of service abuse or extra usage e.g., but not limited to, connections on a frequency of more than 1 per every 5 minutes outside the normal user trend will allow SA Online to suspend, cancel or transfer services, subject to written notice being given to a Client.
6. A Client is required to change their own passwords for hosting, website and e-mails. This must happen once a project is completed and handed over to Client care. A Client should not share this information with any other person.
7. SA Online will not be held responsible in the scenario of server downtime, illegal access to servers or/and hackers. Cybercrime is a criminal act and a Client must ensure their property is reasonably protected and accept absolute risk cannot be avoided. Websitedesign.co.za is not a cybercrime / anti-hacking / internet security specialist and solution provider. These services differ drastically from core services of a web design company. Cybercrime is an international epidemic. Our office can attempt to offer solutions using our advance developer assessments and working with hosting providers.
8. A Client can back up their own website for free using the client access point and should do so once every 3 months. In certain instances, websitedesign.co.za may be able to recover a lost project data or content. However, this backup restoration or recovery process will be charged for and only limited recovery or access might be resorted. SA Online does not keep free back-ups of client projects, data or files.
9. A Client is required to abide by the policies and procedures as outlined in the Acceptable Usage per link: <http://www.websitedesign.co.za/client-one.html>
10. Domains are registered under the Client's own name, but with a SA Online administration email address listed as authority. This is for administration purposes and / or to facilitate transfers of a domain/s to another provider should a Client make such a request. In this instance a Transfer Fee will be charged. Once the fees are paid, and on condition a Client has no other outstanding accounts due to SA Online, the transfer ticket is accepted by SA Online for a transfer to another service provider.

BRIEF, DESIGN, DEVELOPMENT, AND PROJECT TIME LINE TERMS (When applicable):

1. SA Online is in the position to offer very competitive prices and a variety of services due to a unique project management system. A Client accepts that slow / non-communication on their behalf delaying a Project Time Line and / or service detail/s will result in extra Project Timeline fees being added to final account. If there is no communication from a Client for more than 10 working days, SA Online will consider a Client to have absconded and in this instance a project / service can be cancelled and no refunds will apply.
2. A "Project Time Line" is a period of dates a designer / developer / staff / supplier are reserved to work on a set task / project. This period of total days are detailed at point of sale or on quote. The project timeline starts on the date an activation e-mail is issued to a Client. Websitedesign.co.za delay activating a project if a Client's payment has not been made, or a brief or content is incomplete or not of standard. SA Online will not be held liable for delays in this instance and no refund will apply.
3. "Project Development hours" are periods of time, made up in increments of hours, or part thereof, that a designer / developer / staff / supplier are reserved for within a Project Time Line and details of this are shared at point of sale.
4. Should a Client require extra Project Timeline or Project Development hours, SA Online will quote accordingly. If the quote is not accepted, SA Online will not be held liable for service delivery errors. No refund will apply.
5. "Project Scope" refers to the functional, cosmetic, contextual components of a service. A Client cannot demand services that are not aligned with the scope of the original quote, and must ensure that they complete a brief or give instructions in line with the scope. A poor, inaccurate or ill detailed, fragmented or missing brief can lead to service delivery error and SA Online will not be held liable. No refund will apply. Websitedesign.co.za for most primary products will offer a Client a briefing document template to aid their briefing process and allow a client 3 working days to complete.
6. It is the Client's responsibility to present content or material at time of activation is in line with the scope of the project and in a ready to use state. Content and material must not infringe laws and legislation such as copyright. Websitedesign.co.za does not include content within its products unless quoted and charged for.
7. A Client accepts that instructions cannot be offered telephonically and must be done in writing.

8. Cosmetic or artistic components (when applicable) are subject to creative interpretation of a designer and therefore a Client accepts that results may vary from their personal expectations.
9. A Client accepts that when they purchase a template driven website (EG: CMS) that there is a limit to the customization of the layout and functions. WebsiteDesign.co.za can quote on advanced themes or custom builds.
10. Consults or in person meetings with designers / developers / staff / suppliers are not included within standard quoted services and can be quoted on separately. If consults take place, a Client may be liable for extra costs and time used may be deducted from Development Time.
11. SA Online, at its own discretion, reserves the right to extend a Project Time line if it is in the interest of service delivery and does not prejudice itself or the Client in the process.
12. Services are, unless otherwise stipulated, optimised for one primary browser and one device.
13. Websitedesign.co.za is not responsible for launching a project / website on a hosting provider other than its own. In this instance the project will be zipped and a link shared with the Client for their provider to launch. This will remain available for 10 working days.
14. websitedesign.co.za prepares a job card / log for all its primary products, not including 3rd party or projects less than one project development hour. This log offers: summary of deliverables, progress status, time used and other pertinent notes. A copy of this log is available for a Client on demand, and a Client should review the log frequently during a Project Timeline.

E-COMMERCE, CMS, ADVANCE, EXTERNAL PROJECTS AND 3RD PARTY/PREFERRED SUPPLIERS (when applicable):

1. SA Online may request a Client to accept terms and conditions relating to services or products. Such terms will be detailed in an Addendum with the same reference as the quote / agreement or included within the thread related to the Sale.
2. Unless otherwise stipulated do not include the loading of hosting, content, training, consults, extra security or services and troubleshooting.
3. May have limitations such as but not limited: layout, function, cosmetics and period of use, annual renewal and devices.
4. SA Online cannot accept any liability or costs relating to third party or external supplier/s and no refunds will apply.
5. May require an advance hosting solution.
6. May require extra security services.
7. May require annual renewals for the Clients management and care.

WEBSITE MARKETING TERMS (When applicable):

1. Purchasing a website does not mean you automatically feature on search engines. Search engines are independent service providers and a Client must continuously maintain their web marketing plan to gain positions. Web marketing results vary because of the ever evolving medium, but our office uses widely accepted tools and processes to offer clients an advantage when related products are purchased.
2. Certain codes or types of design limit web marketing abilities and tools, it is a Client's responsibility to ensure that if their website's primary function is to generate traffic and / or web income, they must discuss their needs at time of sale.
3. All PPC adspend provisions are for a Client's account regardless of the management product or service confirmed. A Client must monitor their account costs, access, as well as security. SA Online will not cover any Google Adspend or 3rd party marketing spend.
4. No refunds will apply on any web marketing services or products.

END OF TERMS