

Website development agreement

Nirvana Optical x WeMakeSites



1. PARTIES

This Web Development Agreement (the "Agreement") is entered into by and between:

1.1 The Service Provider:

WEMAKESITES (Pty) Ltd

Registration Number: 2025/527655/07

Represented by: Ndzalamansuku Nkuna

Address: 1219 Mokale Dr, Unit 7, Mmabatho

(hereinafter referred to as "WeMakeSites" or "the Developer")

1.2 The Client:

Victor Monama

Trading as: Nirvana Optical

Address: Suite 13, Mikro Plaza, Cnr First and Bessemer Street, Mafikeng Industrial, Mahikeng, 2746

(hereinafter referred to as "the Client")

2. DEFINITIONS

- "Project" refers to the design, development, and deployment of the Nirvana Optical website as described in Schedule A.
- "Deliverables" refers to all work products, code, designs, content, and materials produced under this Agreement.
- "Phase 1" refers to the Frontend/Marketing Website development.
- "Phase 2" refers to the Backend & CMS development.

3. SCOPE OF WORK

WeMakeSites agrees to design, develop, and deploy a complete website for Nirvana Optical as detailed in Schedule A attached hereto. The Project comprises two phases:

3.1 Phase 1: Frontend / Marketing Website

A twelve (12) page responsive marketing website including Home, About, Services, Gallery, Offers/Promotions, Booking, Contact, Location, Pricing & Payment, FAQ, Blog Listing, and dynamic Blog Post pages. This phase includes all UI components, design elements, SEO optimisation, and written content as specified in Schedule A.

3.2 Phase 2: Backend & CMS

A complete content management system including admin authentication, database setup (Supabase), and management interfaces for Blog, Promotions, Gallery, Carousel, Testimonials, and FAQ content. This phase also includes contact form backend with email notifications, image storage, and Setmore booking integration.

4. PROJECT TIMELINE

4.1 Commencement

The Project shall commence upon the signing of this Agreement and receipt of the initial deposit as specified in Section 5.2.

4.2 Estimated Completion

The estimated development time is two (2) weeks from the date of commencement, subject to timely provision of required materials by the Client as specified in Section 6.

4.3 Delays

Any delays caused by the Client's failure to provide required materials, feedback, or access credentials shall extend the delivery timeline proportionally. WeMakeSites shall not be held liable for such delays.

5. FEES AND PAYMENT

5.1 Total Project Fee

The total fixed cost for the Project is R21,000 (Twenty-One Thousand Rand), calculated at the January 2025 promotional rate.

5.2 Payment Schedule

- (a) Deposit: R5,000 (Five Thousand Rand) due upon signing of this Agreement to commence development.
- (b) Balance: R16,000 (Sixteen Thousand Rand) to be paid within two (2) months of the date of signing this Agreement. The Client may pay this balance in instalments or as a lump sum, provided the full amount is settled by the deadline.

5.3 Late Payment

Should the Client fail to settle the outstanding balance within the stipulated two (2) month period:

- (c) The website shall be suspended/paused until payment is received in full;
- (d) Late fees of 10% of the outstanding balance shall be applied for each month or part thereof that payment remains outstanding;
- (e) WeMakeSites reserves the right to withhold all Deliverables until full payment is received.

5.4 Payment Method

Payments shall be made via electronic funds transfer (EFT) to the banking details provided by WeMakeSites.

6. CLIENT RESPONSIBILITIES

The Client agrees to:

- (f) Provide access credentials for Setmore account for booking integration;
- (g) Provide any additional images, content, or materials as required or desired;

- (h) Provide login credentials for any other third-party services requiring integration;
- (i) Review deliverables and provide feedback in a timely manner;
- (j) Understand that delays in providing the above shall result in corresponding delays to the Project timeline.

7. REVISIONS AND CHANGE ORDERS

7.1 Included Work

All work described in Schedule A is included in the Project fee.

7.2 Additional Work

Any work requested by the Client that falls outside the scope defined in Schedule A shall be considered additional work and shall be quoted separately based on the nature and complexity of the request. Such additional work shall only proceed upon written agreement of the additional fee.

8. INTELLECTUAL PROPERTY

8.1 Transfer of Ownership

Upon receipt of full payment as specified in Section 5, all intellectual property rights in the Deliverables shall transfer to the Client, including but not limited to the website code, design elements, and custom content created specifically for this Project.

8.2 Pre-existing Materials

Any pre-existing intellectual property, frameworks, libraries, or third-party components used in the development shall remain the property of their respective owners and shall be used under their applicable licences.

8.3 Portfolio Rights

WeMakeSites retains the right to display the completed website and related materials in its portfolio, marketing materials, and case studies for promotional purposes.

8.4 Retention of Rights

Until full payment is received, WeMakeSites retains full ownership of all Deliverables.

9. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary information, business strategies, customer data, and other sensitive information disclosed during the course of this Project. This obligation shall survive the termination of this Agreement for a period of two (2) years.

10. WARRANTIES AND SUPPORT

10.1 Post-Launch Support

WeMakeSites shall provide complimentary bug fixes and technical support for a period of thirty (30) days following the launch of the website.

10.2 Scope of Free Support

Free support covers bugs, errors, and technical issues directly attributable to WeMakeSites' development work. It does not include content updates, new feature development, third-party service issues, or problems arising from Client modifications.

10.3 Ongoing Support Retainer

Following the thirty (30) day support period, the Client may opt into a monthly support retainer of R500 (Five Hundred Rand) per month for basic site care, maintenance, and minor updates from WeMakeSites. This retainer is entirely optional.

10.4 Warranty Disclaimer

WeMakeSites warrants that the website will function substantially as described. WeMakeSites does not warrant uninterrupted or error-free operation, compatibility with future third-party updates, or specific business outcomes.

11. HOSTING AND THIRD-PARTY SERVICES

11.1 Hosting Responsibility

The Client shall be responsible for hosting the website. WeMakeSites will configure deployment on Vercel (frontend) and Supabase (database/storage) using the Client's accounts.

11.2 Domain

The Client owns and controls the domain name. WeMakeSites will configure the necessary DNS settings for deployment.

11.3 Ongoing Costs

Both Vercel and Supabase offer free tiers suitable for standard traffic. Should the website exceed free tier limits due to increased traffic, the Client shall be responsible for any resulting hosting costs. These costs are not included in the Project fee.

12. TERMINATION

12.1 Termination by Client

Should the Client wish to terminate this Agreement prior to completion, a calculation shall be made of the work completed to date. The Client shall be liable for payment of all work completed, calculated on a pro-rata basis against the total Project fee.

12.2 Termination by WeMakeSites

Should WeMakeSites need to terminate this Agreement:

- (k) WeMakeSites shall first attempt to refer the Client to an alternative qualified developer to complete the Project;
- (l) If no suitable alternative can be arranged, WeMakeSites shall issue a full refund of all payments received.

12.3 Effect of Termination

Upon termination, each party shall return or destroy any confidential information of the other party. Sections 8, 9, and 13 shall survive termination.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law, WeMakeSites' total liability under this Agreement shall not exceed the total fees paid by the Client. WeMakeSites shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, business opportunities, or goodwill.

14. DISPUTE RESOLUTION

14.1 Negotiation

In the event of any dispute arising from this Agreement, the parties shall first attempt to resolve the matter through good faith negotiation.

14.2 Mediation

If negotiation fails, the parties agree to submit the dispute to mediation before pursuing any legal action.

14.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

15. GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement, together with Schedule A, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

15.2 Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

15.3 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Independent Contractor

WeMakeSites is an independent contractor and nothing in this Agreement shall create an employment, partnership, or agency relationship between the parties.

15.5 Notices

All notices under this Agreement shall be in writing and delivered to the addresses specified in Section 1, or to such other address as a party may designate in writing.

16. SIGNATURES

The parties, by signing below, acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

FOR THE SERVICE PROVIDER

WEMAKESITES (Pty) Ltd

Signature: Ndzalamansuku Nkuna

Date: _____

FOR THE CLIENT:

Nirvana Optical

Signature: Victor Monama

Date: _____

SCHEDULE A

Project Scope and Pricing Breakdown

PHASE 1: Frontend / Marketing Website (Partially Complete)

#	Feature	Price
1	Website design & development (12 pages)	R 6,000
2	Responsive mobile design	R 1,200
3	Essential SEO optimisation & structured data	R 800
4	Promo carousel component	R 600
5	Gallery page	R 500
6	Contact form (frontend)	R 300
7	WhatsApp button + Sticky CTA	R 300
8	Cookie consent	R 200
9	Content writing (Blogs, FAQs, services, testimonials)	R 1,500
10	Custom animations & design polish	R 600
Phase 1 Subtotal		R 12,000

PHASE 2: Backend & CMS (Pending)

#	Feature	Price
11	Database setup & data models (Supabase)	R 800
12	Admin authentication (login/logout)	R 700
13	Admin dashboard	R 500
14	Blog CMS (create/edit/delete, editor, drafts)	R 1,500
15	Offers/Promotions CMS	R 900
16	Gallery CMS (upload, tag, reorder)	R 1,100

17	Carousel CMS	R 700
18	Testimonials CMS	R 500
19	FAQ CMS	R 500
20	Contact form backend + email notifications	R 800
21	Image upload & storage (Supabase Storage)	R 600
22	Booking system integration (Setmore)	R 200
23	Deployment & hosting setup (Vercel)	R 200
Phase 2 Subtotal		R 9,000

TOTAL PROJECT COST (January Promotional Rate)	R 21,000
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PAYMENT SUMMARY

Deposit (due upon signing)	R 5,000
Balance (within 2 months of signing)	R 16,000
Total	R 21,000

DETAILED SCOPE OF WORK

Phase 1 - Pages (12 total):

- Home Page - Hero section, promo carousel, services overview, testimonials, CTAs
- About - Practice story, team profiles (Victor Monama + 2 staff), values section

- Services - 6 services with descriptions, images, and CTAs
- Gallery - Grid layout with brand categories
- Offers/Promotions - Featured offer + offer cards grid
- Booking - Setmore integration placeholder, "Before Your Visit" info
- Contact - Contact form + info cards (phone, email, WhatsApp, address)
- Location - Google Maps embed, hours of operation, directions
- Pricing & Payment - Service price list, payment methods
- FAQ - 13 questions across 5 categories with accordion UI
- Blog Listing - Featured post + 3-column grid
- Blog Post (dynamic) - Markdown rendering, related posts, author info

Phase 1 - UI Components:

- Sticky responsive header with mobile hamburger menu
- Auto-advancing promo carousel (keyboard accessible)
- Floating WhatsApp button
- Sticky "Book Appointment" CTA
- Cookie consent banner
- Custom 404 error page
- Footer with hours, links, contact info, social links

Phase 1 - Design & UX:

- Custom brand colour palette (green #4A9B4A)
- Custom fonts (Inter + Outfit)
- CSS animations (fade-in, slide, float, blur-to-sharp, etc.)
- Fully responsive (mobile, tablet, desktop)
- Geometric SVG decorative accents
- Accessibility features (skip links, ARIA labels, keyboard nav)

Phase 1 - SEO & Performance:

- Dynamic sitemap generation
- Structured data (JSON-LD) for Google

- Open Graph + Twitter Card meta tags
- Per-page metadata and descriptions
- Static site generation (fast load times)

Phase 1 - Content Written:

- 8 full blog articles (eye health, frames, medical aid, kids, etc.)
- 6 detailed service descriptions
- 13 FAQ answers
- 6 customer testimonials
- 3 promotional banners
- All business info (hours, address, contact details)

Phase 2 - Backend & CMS Features:

- Contact Form Backend - API route, email notification to admin, auto-reply to customer, submission logging
- Admin Panel - Authentication (login/logout), dashboard overview
- Blog Management - Create/Edit/Delete posts, draft/published status, image upload
- Promotions Management - Create/Edit/Delete offers, active/inactive status
- Gallery Management - Upload/Delete images, category/brand tags, reorder
- Carousel Management - Create/Edit/Delete slides, headlines, colours, reorder, toggle active
- Testimonials Management - Add/Edit/Delete, rating, display order
- FAQ Management - Add/Edit/Delete, categories, reorder
- Database - PostgreSQL via Supabase, data models for all content types
- Image/File Storage - Supabase storage buckets
- Booking Integration - Setmore widget embed

— End of Schedule A —