



Web7

VISION IS THE ART OF SEEING THE INVISIBLE.

ADDRESS
3B Pepper Place
Rainbow Business Park 2
Papers Close, Montague Gardens
Cape Town

TELEPHONE & FAX
T +27 21 528 8167
F 086 544 2395

WEB
sales@web7.co.za
www.web7.co.za

W7-03 - Terms and Conditions

The following is applicable to all services and/or goods rendered:

1. We [Capital Yield Investments [Pty] Ltd t/a Web7], registration number 2009/007076/07, address and contact details: As per above, undertake web design / development projects and related services for micro, small, medium and high – end projects. **We cater for all budgets.**
2. We are supported by a large community hence you are not locked into one company, and you are not locked in a complicated contract - you can make use of our services on a **'pay as you go basis.'**
3. Conceptual frameworks governing your website include: Clean design, clear typography and logical layout.
4. **High-end projects**, e.g. for full corporate websites, typically include a content management system (CMS) and can cost between R50, 000 and R250, 000, and will be quoted for on a per project basis.
5. All projects that require special quotes exclude any travel, and accommodation costs if and when applicable. Travel and accommodation costs are for the account of the client.
6. All pricing includes 14% VAT, applicable for transactions within South Africa. No VAT is due for international transactions. Prices quoted are in South African Rand. International clients making payment in a foreign currency accept the ruling exchange rate and are responsible of any and all fees related to the exchange of the foreign currency into South African Rand.
7. Prices quoted are estimates and may vary should the scope of the project change.
8. Payment terms on website design (Products 1 – 4) are 50% at inceptions and 50% before launch. A non-refundable deposit of 50% of the overall design cost shall be due on acceptance of quote. This is taken as an indication of good intent from the client. This 50% cost will be based on the amount quoted for, however, should the final design have additional pages to those quoted for, these will be charged for in addition to the remaining 50% at the end of the design period.
9. The Client [as per the Order / Instructions / Quote] is entirely responsible for image licensing and compliance to applicable Laws, regulations and registrations.
10. Unless instructions are received to the contrary, Web7 reserve the right to place a link on the website from which visitors can visit the www.web7.co.za homepage. Web7 reserves the right to use the website created for a client in any marketing campaign or advertising/portfolio from time to time.
11. Images, text [in Word Format] and logo to be supplied by Client. If not supplied in Word format, Web 7 will transcribe the Clients hand written instructions to a Word document, but will have no responsibility for reading/typing/spelling errors made in the process. Additional charges might be levied in the sole discretion of Web 7.
12. We reserve the right to amend our prices at any time without notice. In addition, this document may change at any time without prior client notification.
13. Although we pledge to do our utmost to ensure smooth and uninterrupted construction, development and implementation of the Order/website, we cannot be held responsible for any damage of/to the client's website, associated software and systems before, during or after construction and implementation of the website, nor for any complaint arising from the content of the website in the future.

14. We will convey timeframes to a client upon request. Although we will do our utmost to complete the project phases within the projected timeframes, we cannot be held in any way liable for any delays in this regard. Web 7 shall have no liability whatsoever arising from the late commencement and /or completion.
15. We/our associates will register the website as designed and hosted by us, to approximately various selected search engines as part of the hosting fees payable; however, we can not *guarantee acceptance, placement or positioning on any search engine*.
 - Please note that it may take anything from 2-8 weeks before a search engine includes the website in its index after the submission, if at all.
16. **Product 1** consists of a 1-page (home page) website. No sub pages will be added.
Free Add-Ons Available - as per Product and Price List/Order Form
A user may have up to **5**personalised email accounts/email addresses
17. **Product 2** consists of a 3-page website consisting of the following:
As per Product and Price List/Order Form. (Free Add-Ons) Available
A user may have up to **10**personalised email accounts/email addresses
18. **Product 3** consists of a 3 – 10 page website consisting of the following:
As per Product and Price List/Order Form (Free Add-Ons) Available
3 to 10 Individual Static Web Pages
A user may have up to **30**personalised email accounts/email addresses
19. Add-ons to Products 1 - 3 may not lead to the creation of any additional web pages. If the client selects an add-on which will lead to the creation of an additional webpage, charges according to the then valid price list will be levied.
20. **Product 4**
A Product 4 website will take cognizance of the need to expand both in terms of scope and menu, and will be quoted for accordingly.
Pricing range from R4, 500 upwards.

General

21. Special add-ons can only be added to Product 4 (Custom website) and not to Products 1 – 3.
22. ALL completed documents [Client Info and Instructions, Product and Price List/ Order Form] must be received in the correct format along with proof of payment before an Order will be processed.
23. Any Order received without a completed Debit Order form and payment of the fee as per the Product and Price List /Order Form will not be processed.
24. Any Order received with a domain name, which has already been registered, will be transferred to Web 7 free of charge before any Order is processed.
25. We require a minimum of 2 business days to process a new Order as domain registration times may vary from day to day.
26. If payment is made by cheque, the cheque should be made out to Web 7. All Orders will only be processed when the funds reflect in Web 7 bank as cleared funds.
27. Proof of payment need to be emailed/faxed to Web 7 with a clear reference as to for which Order it is.
28. Hosting and maintenance fees are paid by debit Order only, or as per alternative payment options.
29. Cash payments will attract additional charges due to the bank fees associated with Cash payment. Fees charged are payable in Cape Town South Africa, free of exchange, set-off and/or bank or other charges. All monthly or hourly fees are charged 'per month/hour or part thereof'.

30. Any additions (add-ons) or alterations to the completed website will attract fees according to the Product and Price List/ Order Form. Should alteration costs exceed this, the client will need to confirm acceptance of additional charges being billed by Web 7.
31. All content, images, etc. received by Web 7 are considered FINAL. Text will be copied and pasted into the website. Therefore any spelling or other mistakes or other changes no matter how small will attract a minimum maintenance fee according to the Product and Price List/ Order Form. After the placing of an Order, this terms and conditions will apply, and the Web 7 Instructions can only be altered by means of a written request and payment of the additional fee [if any] from the Client to Web 7.
32. Web 7 is not obliged to accept any such changes to the Order/Instructions. Should Web 7 accept the written changes, the Client will be responsible for any additional cost variations.
33. Should payment of any amount due not be made punctually on due date, Web 7 shall be entitled to claim payment of the full balance of the contract/ Order price and cease any further work until payment has been made in full. Web 7 shall be entitled to retain as a penalty or alternatively as a genuine pre-estimate liquidated damages, all amounts paid to him.
34. The Client will have a limited choice of the most appropriate template for each website, and if not elected, Web 7 will choose the most appropriate template in their sole discretion.
35. No design alterations to this template will be allowed. If an alteration is required, a custom build website quotation will be sent and the original costing rejected.
36. Domain Renewal fees will be deducted automatically by debit Order annually on the date of registration/anniversary date, except if otherwise indicated on the Order Form.
37. Web 7 reserves the right to alter the terms hereof, pricing, available ad-ons, maintenance costs, domain registration and renewal fees and any other costs or financing charges, or financing availability or financing criteria associated with any Product at our sole discretion.
38. Our hourly rate [when applicable] is as per the Product and Price List/ Order Form.
39. Unpaid debit Orders will attract a penalty, charged according to the Product and Price List/ Order Form, which will automatically be added to the following months debit Order.
40. Should a debit Order bounce 2 months consecutively, the domain and website will be suspended with immediate effect. A reactivate fee according to the Product and Price List/Order Form as well as unpaid Debit Order penalties must be paid before a website is reactivated.
41. We will provide only limited technical support for email accounts. Instruction on email setup will be included upon completion of each website. If hosted on a non-Web7 server, charges will be levied as per separate quote.
42. In certain areas we do offer **call-outs to clients'** premises at fees to be quoted.
43. We believe that it is more important to keep overheads low and so offer our clients reasonable website and hosting prices, with the best possible service the industry has to offer. Clients may visit our offices, or alternatively, the whole website procedure may be conducted over the phone or email.
44. Submission of your website to various different search engines is done automatically once per domain / client, upon the client's website going live. Note that we do not offer any guarantees whatsoever of placement or ranking on any search engine.
45. Should the client request changes to be made to their website, these changes will be charged according to the Product and Price List/Order Form. **Additional** pages added to the website, are charged according to the Product and Price List/Order Form.
46. All updates to websites not designed OR not hosted with us will be charged according to the Product and Price List/Order Form. We will only commit to making changes if we are familiar with the coding techniques and will advise the client accordingly if we are unable to make the necessary changes.
47. The parties agree that either (a) the Magistrate's Court, will have jurisdiction over any dispute that may arise from this agreement notwithstanding the fact that the claim may exceed the jurisdiction of the Magistrate's court or (b) they will appoint an arbitrator whose decision will be final and binding. The choice of which of the above alternatives will be followed, will be that of the Web 7.

48. The Client hereby chooses the address as on the Order / Instructions, as his Domiciliumcitandi et executandi for all purposes incidental to or arising out of this contract.
49. All hardware, software, equipment, accessories and Products supplied and /or installed by the Web 7 remains the property of the Web 7 until such time as all monies, in terms hereof, have been paid in full. Should the Client fail to make payments punctual Web 7 has the right to retain delivery /installation of any hardware, software, equipment, accessories, Products and with regard to any hardware, software, equipment, accessories, Products which have already been delivered/ installed, the Client hereby gives Web 7 the right in rem suam to remove and retain the hardware, software, equipment, accessories, Products until full payment has been effected. Please note a 20% handling fee will be charged on goods returned.
50. With reference to the specifications of the Web 7 Products as per the Product and Price List/Order Form, it is recorded that although we will endeavor to perform and deliver the Product /service accordingly, the specifications are only indicative, and Web 7 is allowed to deviate slightly from it.
51. The parties agree that any complaint about a specific product / service must be delivered in writing within 24 hours after completion / delivery of the product/service at the Web 7s Domicilium address. Proof of a dispatched fax/email is acceptable. If the above mentioned steps were not taken it is conclusive proof and accepted that all goods / services rendered is acceptable, correct and to the required standard.
52. The parties agree that any relaxation of the conditions herein will not deprive Web 7 of his right to insist on the proper fulfillment hereof.
53. All products with a factory/manufacturers guarantee/warranty must be returned, by the Client, for the Client's account, to the manufacturers/suppliers, should there be a guarantee/warranty claim of any nature. Any guarantee/warranty claim must be instituted directly against the relevant Manufacturer. Web 7 issue guarantees/warranties (if any) only in respect of products manufactured by them.
54. The Client will be liable for all legal costs on an Attorney and Own Client Scale should any legal/ arbitration steps be instituted by or against the Web 7.
55. A certificate issued by the Office Manager of the Web 7 regarding the balance due, will be absolute and final, and will be considered to be a liquid document.
56. Should the Client be a Company, Closed Corporation, Trust, Partnership or any legal entity, then the signatory hereto agrees to bind him / herself as surety for and co-principal debtor with the Client for all amounts owing by the principal debtor in terms of this agreement. The signatory further renounces the benefits and defenses of exclusion and division.

Copyright

57. All intellectual property on all Web7 websites, including content, literary and artistic works, text, images, artworks, documents, trademarks, logos, domain names, patents, and the like are the property of or licensed to Web7 and are protected from infringement by legislation including but not limited to copyright, trade mark and patent law.
58. All rights to intellectual property on Web7 websites are expressly reserved. No person may reproduce or use such intellectual property in any manner whatsoever without the prior written consent of Web7.

Revised:
June 2012