

Website Terms and Conditions

INTRODUCTION

1. The Client accepts these standard terms and conditions:
 - a. by completing the "Website Booking Form" in order to enlist the services of Optimus01 (Pty) Ltd
2. Upon acceptance of these standard terms and conditions, a binding Agreement between the Client and Optimus01 (Pty) Ltd is created (the/this "Agreement").
3. Optimus01 (Pty) Ltd cannot and will not be held liable for incorrect information supplied by the Client in terms of their requirements.

SERVICES

- a. Optimus01 (Pty) Ltd supplies, amongst other services, Webdesign and Development Services.

CLIENT INFORMATION

1. The Client undertakes to supply Optimus01 (Pty) Ltd with information as it may request from time to time which will be referred to as the "Client Information."
2. The "Client Information" will be obtained at the point of completing the Website Booking Form.

OBLIGATIONS OF PARTIES

1. Optimus01 (Pty) Ltd undertakes to design and/or develop the Client's website as stipulated in the Website Booking Form.
2. Optimus01 (Pty) Ltd undertakes to submit to the Client a website and/or website application in accordance with the Website Booking Form.
3. The Client undertakes to supply Optimus01 (Pty) Ltd with information requested of it in relation to the Website Booking Form / Website Cost Estimate in order to efficiently design and/or develop their website / application.
4. The Client undertakes to pay Optimus01 (Pty) Ltd all fees stipulated in the Website Booking Form.
5. The Client hereby agrees to place the Optimus01 website URL links at the bottom of their website's home page for the duration of the contract. Stating "Website Design and Development done by Optimus01" (hyperlinked)

FEES

1. The Client agrees to pay the 50% Deposit, without set-off or deduction either via EFT, Cheque or Cash within 7 days from date of invoice.
2. The 50% Deposit will be invoiced upon completion of the Website Booking Form and is due and payable within 7 days from date of invoice.
3. The 50% Deposit is non refundable under any circumstances.
4. The Client agrees to pay the Final Amount Owing upon completion of the design and/or development of the Client's website and/or application prior to it going live in the public domain.
5. The Client agrees to pay the Final Amount Owing, without set-off or deduction either via EFT, Cheque or Cash within 7 days from date of invoice.
6. The Final Amount Owing will be invoiced upon completion of the design and/or development of the Client's website and/or application.
7. Should the client elect the 3 month payment plan option the client will be required to pay the fees within 7 days from date of invoice according to the following stipulations and conditions:
 - a. First installment is due prior to commencement of project.
 - b. Second installment is due prior to commencement of development work, after design work has been completed.
 - c. Third installment is due upon completion of the development of the Client's website and/or application prior to the site going live.
 - d. Optimus01 (Pty) Ltd will split the project over a 3 month period to accommodate for the 3 month payment plan.
8. The Client's website and/or application remains the property of Optimus01 (Pty) Ltd until the entire amount owing is paid in full.
9. The Total Amount is stipulated in the Website Booking Form or in the Website Cost Estimate which the Client signed upon entering into this legally binding contract.
10. Non-payment of the fee will entitle Optimus01 (Pty) Ltd to withhold the website and/or application, until such time as all amounts due to Optimus01 (Pty) Ltd have been paid in full.
11. VAT is to be paid on all amounts stipulated by Optimus01 (Pty) Ltd.
12. Interest will be charged on overdue amounts at ABSA Bank's prime lending rate.
13. Should the Client fail to pay the Final Amount Owing and/or any other fee owing to Optimus01 (Pty) Ltd for work executed in accordance with the Client's requests within 7 (seven) days of receipt of a written notice from Optimus01 (Pty) Ltd requesting the Client to do so, Optimus01 (Pty) Ltd will incur the services of a debtors collection agent to acquire the outstanding monies owed to Optimus01 (Pty) Ltd by the Client and any costs incurred by Optimus01 (Pty) Ltd arising out of the breach by the Client shall be borne by the Client.
14. Changes made to the client brief for standard work output after the first proof will be added to the outstanding amount at a rate of R313.50 per hour.
15. Changes made to the client brief for flash work output after the first proof will be added to the outstanding amount at a rate of R969.00 per hour.

DURATION AND TERMINATION

1. The Agreement between Optimus01 (Pty) Ltd and the Client shall endure for the duration that Optimus01 (Pty) Ltd takes to execute the tasks as stipulated in the Website Booking Form and/or the Website Cost Estimate.
2. Optimus01 (Pty) Ltd will only administer services stipulated in the Website Booking Form and/or the Website Cost Estimate once Optimus01 (Pty) Ltd has received the 50% deposit payment in full or the signed Website Cost Estimate (should the work carried out for an existing client be less than R4000).
3. Optimus01 (Pty) Ltd may terminate the Agreement at any time without further notice if:

- a. The Client has failed to pay the outstanding amount within a period of 7 (seven) days of a written notice to do so.

BREACH

1. If the Client breaches in any way any provision of this Agreement and remains in breach for a period of 7 (seven) days after receipt of a notice from Optimus01 (Pty) Ltd calling upon it to rectify the breach, Optimus01 (Pty) Ltd shall be entitled, without prejudice, to any other rights it may have in law, to cancel this Agreement.
2. If Optimus01 (Pty) Ltd breaches in any material way any material provision of this Agreement, and remains in breach for a period of 7 (seven) days after receipt of a notice from the Client calling upon it to rectify the breach, the Client shall be entitled, without prejudice, to any other rights it may have in law, to cancel this Agreement.
3. Any costs, including attorney and own Client costs, incurred by either party arising out of the breach by the other party of any of the provisions of this Agreement shall be borne by the party in breach.

AMENDMENTS

1. These standard terms and conditions may be unilaterally amended by Optimus01 (Pty) Ltd.
2. Any amendment to these standard terms and conditions will become binding on the Client on the first day of the month following the month during which the relevant amendment was published on the website of Optimus01 (Pty) Ltd.

WARRANTY AND REPRESENTATION

1. In the event that the Client is a Corporate Body, Company, Close Corporation or Trust the submission of the Booking Form online, telephonically, in person and/or via facsimile hereby warrants and represents that he has been duly authorised to act on behalf of the Client and to contract with Optimus01 (Pty) Ltd on behalf of the Client.

LIABILITY AND INDEMNITY

1. The Client holds Optimus01 (Pty) Ltd harmless against any claim and any damages suffered by the Client arising from or in connection with the website service given by Optimus01 (Pty) Ltd.
2. The Client shall not have any claim against Optimus01 (Pty) Ltd for any losses, damages, costs or expenses resulting from the provision or failure to provide website services, whether such failure results from:
 - a. Technical failure (including but not limited to errors, malfunctions, interruptions or delays in the provision of website services).
 - b. A change of law or regulation, or the imposition of any new law or regulation applicable to Optimus01 (Pty) Ltd or
 - c. Any other cause.

MISCELLANEOUS LEGAL PROVISIONS

1. Neither Optimus01 (Pty) Ltd nor its employees or agents shall under any circumstances, including negligence of any degree on their part and including a breach by Optimus01 (Pty) Ltd of its obligations in terms of this Agreement, be liable to the Client or any other person for any indirect or consequential loss, including but not limited to loss of profits.
2. The aggregate liability of Optimus01 (Pty) Ltd under this Agreement or any other Agreement between the parties shall not exceed R10 000.00
3. This Agreement contains all of the express provisions agreed upon by the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged express provisions not contained herein.
4. No Client may cede any of its rights or delegate or assign any of its obligations in terms of this Agreement without the prior written consent of Optimus01 (Pty) Ltd which will not be unreasonably withheld.
5. Headings or clauses are inserted for the purposes of convenience only and shall be ignored in the interpretation of this Agreement.
6. These standard terms and conditions and the Agreement between Optimus01 (Pty) Ltd and the Client shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Client Signature: _____

Client Name (Print): _____

Date: _____

Witness: _____