

Jabulani Design Studio - Pta Branch
Tel: 012 657 1553
Cell: 082 563 2911
Fax: 0866 54 56 33

Jabulani Design Studio - Jhb Branch
Tel: 011 467 3378 (Gert)

e-mail: ilse@jabulanidesignstudio.co.za
www.jabulanidesignstudio.co.za



Website Design Terms and Conditions

WEBSITE DESIGN BRIEF

A successful website always starts with a good Design Brief. The more information you can give us, about your company, your market, your competition and your aims for your website, the better we can assess your project.

CONTENT

You shall provide to us the content of the Web Site.

We shall not make any additions or alterations to the content of the Web Site without first obtaining your prior approval.

You hold all intellectual property rights in and to the content of the Web Site.

You are solely responsible for the accuracy, legality and compliance with any laws of the Web Site.

You are also solely responsible for false, misleading, inaccurate, infringing or dated material constituting the content of the Web Site.

You must maintain confidentiality and are solely responsible therefore of any login and password in respect of the Web Site.

You acknowledge that the Internet Service Provider, or the .za Domain Name Authority, or any other lawful authority may be required in law from time to time to monitor the content of the Web Site and user traffic and provide evidence of same to authorised officials.

WARRANTIES

You warrant as follows:

You have all intellectual property rights in and to the content of the Web Site.

The Web Site will not contain any material which is offensive or which will infringe or violate any applicable law or regulation in force from time to time.

You agree that any intellectual property rights which are created or developed or used in or in connection with the Web Site or its content by us during the currency hereof, shall remain our property and you shall have no claim thereto, unless otherwise specified in the Proposal.

We will not be held liable or accountable for providing access to or operating facilities for information systems or transmitting or re-routing information on your behalf whilst we host the Web Site.

INDEMNITY

You indemnify us against all liability arising from:

Any infringement of the intellectual property rights of third parties arising out of the publication thereof on the Web Site.

The publishing of any illegal or unlawful material on the Web Site.

A breach of any of your warranties and of your negligence in respect of the content of the Web Site.

The storage or publication of any data on the Web Site.

Our removal of any material, or of any offensive material (determined at our sole discretion) from the Web Site either at our own election, or on the instruction of any lawful authority or pursuant to any take down notification in terms of the Electronic Communications and Transactions Act of 2002. We undertake, where we remove content from the Web Site, to notify you thereof in writing.

TERMS AND CONDITIONS

By accepting the Proposal, you have agreed, on behalf of the Client, to be bound by the Terms and Conditions, and confirm that you have read the contents hereof.

Definitions

The following words and phrases shall have the meanings set out alongside them:

"Jabulani Design Studio", represented herein by Ilse Venter and Gert Swanepoel

Client" the Client as identified in the Proposal;

Proposal" the written document to which these terms and conditions are annexed outlining the scope of the work to be done by Jabulani Design Studio and all associated costs;

Authorisation" the written authorization annexed to the Proposal completed by the Client;

Service Schedule" the service schedule annexed to the Proposal;

Web Site" refers to an application developed by Jabulani Design Studio for the Client for use on the World Wide Web (hereinafter referred to as www) comprising but not limited to script, code, databases and graphical content;

Content" refers to material supplied by the Client for use on the www;

Appointment

The Client appoints Jabulani Design Studio to develop and design the Web Site for use on and access via the www in accordance with the Terms and Conditions.

Duration

This agreement shall commence on the date of signature by the Client of the Authorisation and shall endure until terminated in terms of this agreement.

Client's Obligations

The Client shall be obliged to deliver to Jabulani Design Studio the specifications, being the concept, design, functional layout and other specifications of the proposed web site (the "Specifications") in order for Jabulani Design Studio to commence the development of the Web Site.

Jabulani Design Studio's Obligations

Jabulani Design Studio undertake to:

develop the Web Site using competent and trained staff; and in respect of each Module of the Web Site, ensure that each Module is delivered to the Client on the due date thereof, and that each Module is error free, save for situations where conditions beyond the control of Jabulani Design Studio impact on service delivery.

Web Site Maintenance

In the event that the Client elects Jabulani Design Studio to maintain or update the Web Site, the hourly rate will be R450.00

Variations

The Client shall, at any time within the duration of this agreement, be entitled to change any aspect of the Specifications, or with the consent of Jabulani Design Studio of the Proposal, provided that:

Jabulani Design Studio has been notified of such change in writing;

Jabulani Design Studio has agreed to make the amendment subject to any additional charge which may be raised in respect of such change; and The date of delivery of the module in respect of such variation shall be extended at the discretion of Jabulani Design Studio

Development of Website

The Client has developed the Specifications and compiled the Content of the Web Site in order to provide instruction and guidance to Jabulani Design Studio to design, develop, and implement the Web Site.

Jabulani Design Studio accepts the Specifications and undertakes to develop the Web Site as set out in the Specifications and in the Proposal.

Jabulani Design Studio undertakes to deliver the Modules to the Client on due date as set out in the Proposal, save for situations where conditions beyond the control of Jabulani Design Studio impact on service delivery.

If for any reason Jabulani Design Studio is not able to deliver the Module/s on due date, it shall, immediately on becoming aware of such delay, notify the Client thereof in writing and advise the Client of the revised date on which delivery is due to occur.

Jabulani Design Studio develops web sites according to the latest standards in HTML and reserves the right to include non-standard mark-up in the Web Site provided there is, in its sole opinion, sufficient support amongst commercial browsers.

The Client shall be responsible to specify browser types and versions that it may require to successfully operate the Web Site on, in the absence of which "browser type" specification is at the discretion of Jabulani Design Studio.

pto.

The Client acknowledges that Jabulani Design Studio shall not be responsible for losses of any nature arising out of service delivery delays caused by circumstances beyond the control of Jabulani Design Studio,

Supply of Material

- The Client must supply all information on the Web Site to Jabulani Design Studio (the "Content").
- The Content must be in digital format.
- In the event that the Content is not supplied in digital format, Jabulani Design Studio may charge an administration fee for re-formatting the Content into digital format, which fee shall be set out in the Proposal.
- The Client warrants that the Content is provided free of any viruses to Jabulani Design Studio and indemnifies Jabulani Design Studio harmless against any loss or damage it may sustain as a result of breach by it of this warranty.
- Site Registration
- Site registration of the Web Site at a selection of prominent local and international search engines is undertaken for the purpose of increasing the publicity of the site on the World Wide Web.
- Jabulani Design Studio provides no warranties about the acceptance or effectiveness of the registration.
- Hidden 'meta tags' used by the search engines will be populated throughout the site with a selection of keywords and descriptions at the discretion of Jabulani Design Studio, unless otherwise instructed by the Client.
- Should The Client require these services The Client shall be responsible to provide the necessary "**keywords**" for the effectiveness of the registration.

Hindering

Where any action or omission of the Client or its agent causes Jabulani Design Studio not to submit the Web Site to the Client on due date, then the due date shall be extended by the same period as that delay, without any penalty to Jabulani Design Studio. If the client does not supply the necessary content to Jabulani Design Studio within one calendar month, hindering the completion of the project within the time limit estimated by Jabulani Design Studio, the client will be invoiced for the full amount as set out in the quotation.

Implementation

Jabulani Design Studio undertakes to complete each Module within the due date for the completion of same as set out in the Proposal, unless such date is extended by the parties by consent.

Payment and Costs

The parties have, by the Client's written acceptance of the Authorisation, agreed on the fee payable. The Client shall pay Jabulani Design Studio the fees in the manner as set out in the Proposal.

Confidentiality

The Parties shall hold in confidence all confidential information received from each other and not divulge the confidential information to any person. The Parties shall prevent disclosure of the confidential information, except as may be required by law. Within one month after the termination of this agreement, the recipient of confidential information shall return same or at the discretion of the original owner thereof, destroy such confidential information, and shall not retain copies, samples or excerpts thereof. It is recorded that the following information will, for the purpose of this agreement, not be considered to be confidential information:

- information known to either of the Parties prior to the date that it was received from the other party; or
- information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or
- information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or
- information, which either of the Parties, in writing, authorizes the other to disclose.

Copyright and Ownership

Ownership of all rights including intellectual property rights in and to the software which facilitates the proper functioning of the Web Site, shall vest in Jabulani Design Studio or in a third party software provider, unless otherwise specified in the Proposal.

The Client acknowledges that Jabulani Design Studio has conceptualized the design, and layout of the Web Site and that it accordingly owns all copyright in and to the Web Site save for Content that is provided to Jabulani Design Studio by the Client for use and publication on the Web Site.

The Client bears the responsibility of ensuring that all material used on the Web Site has been cleared for copyright and that its publication on the www is not prohibited by any law.

The Client warrants that the Content of the Web Site in no way affects, limits or otherwise infringes on the rights of any third party.

Limitation of Liability

Jabulani Design Studio shall not be liable in delict or in contract (or otherwise) for any consequential or direct damage suffered by the Client or any third party, which arises out of or is pursuant to any negligent act or omission of the Client or its consultants.

Warranties by Jabulani Design Studio

Jabulani Design Studio warrants that:

- the Web Site is virus free on the date of delivery thereof, or of any Module being a component thereof;
- the Web Site has been developed in accordance with the Specifications.

Jabulani Design Studio do not warrant:

- nor will it be held liable, for any system failure of any third party hardware or software utilized in the development of the Web Site, or any Module in relation thereto;
- the success or any Module or feature of the Web Site in respect of any commercial success or viability.

Breach

Without prejudice to any other remedies which either of the Parties may otherwise have in terms of these Terms and Conditions or at law, either of the Parties shall be entitled to terminate this agreement where either of the Parties commits a breach hereof (or of any of the annexures to the Proposal) and fails to remedy such breach within 5 days after receiving written notice from the other party to do so.

Governing law

The validity and interpretation of this agreement will be governed by the laws of the Republic of South Africa.

Additional:

1. A Client shall pay for any preliminary work which is produced at his / her request whether it's layout, experimentally or otherwise.
2. **A 50% rejection fee is applicable on all web designs executed by the designer, shall the client at this stage cancel the contract / order and is non-refundable.**
3. Proofs, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the customer for approval. After approval the customer shall have no claim against the designer for errors in the exemplar as approved by the client.
4. Jabulani Design Studio will start with your website once we have received all the information and pictures that you would like to be displayed on your website after you have placed your order. Please note that your domain also have to be ready before we can start with your project. We can register your domain within 24 hours but it could take longer if we need to transfer your existing domain to us.
5. All info (text) must be sent to us in Word format. Pictures have to be JPEG, GIF or PNG. Pictures and info must not be sent in PDF format. You must ensure that there are no copyright infringements on content and pictures supplied to us to use for your website, as you will be held accountable for any infringements. By accepting these terms and conditions you confirm that there are no copyright infringements and you indemnify Jabulani Design Studio against any claims for any copyright infringement.
6. Once a website has been ordered and payment received **NO REFUNDS** will be made. We guarantee that we will have your website up and ready within 21 working days but we can not design websites without info and without an active domain .If you fail to send your info or if your domain has not been transferred (if applicable)
7. Our 21 working day website completion guarantee starts **ONLY** once we have received all information and pictures from **YOU** that you would like to be displayed on your website. You will be notified as soon as we confirmed that we have all the relevant info to start designing your website to confirm that the 21 working day clock is now ticking. The 21working days guarantee only applies for our basic website design packages. **Advanced websites time frames will be stated on the quotation/invoice.**
8. Websites will only **GO LIVE on receiving full payment**. No exceptions will be made.
9. Jabulani Design Studio offers **email or Skype support** Monday to Friday (9am – 5pm) We do not make use of telephone communication. The main reason for email communication is to provide our customers with better service and faster response times and have it all in writing.

PLEASE PRINT OUR TERMS BEFORE PLACING AN ORDER.

Please sign all pages and fax back to 0861 54 56 33

I _____ Full Name, (of Company name): _____

have read the above Terms and Conditions and hereby agree to accept the above Terms & Conditions and agree to the **Production Time** Estimate and **Cost Estimate**.

signed on this _____ day of _____ 2012

Full Signature: _____