



"Client" refers to the person or organisation, its representatives, successors, assignees, agents and affiliates requesting the provision of web design and development services.

"DCL" and "We" refers to 'Sherissa R | Digital Creative Lab and it's contractors.

1. Summary

a) DCL will always do their best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

b) In short

You, the Client are hiring DCL located at 409 Gleneagles, 2nd Street, Killarney, Johannesburg to design and develop a website for the price estimated above.

What do both parties agree to do?

c) As our client:

- I. You have the power and ability to enter into this contract on behalf of your company or organization.
- II. You agree to provide us with everything that DCL needs to complete the project including text, images and other information as and when we need it, and in the format that we ask for.
- III. You agree to review our work, provide feedback and sign-off approval in a timely manner too.
- IV. To be bound by any dates that we set together for deadlines.
- V. You also agree to stick to the payment schedule set out at the end of this contract.

d) As the designer, DCL:

- I. Has the experience and ability to perform the services you need and we will carry them out in a professional and timely manner.
- II. Will endeavor to meet all the deadlines set but will not be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on time at any stage.
- III. Will maintain the confidentiality of any information that you give us.

2. Details of the works

a) DCL will create designs for the look-and-feel, layout and functionality of your website. This contract includes one main design plus the opportunity for you to make up to three sets of revisions.

I. If you're not happy with the designs, including copy, images and graphics at this stage, you will pay DCL in full for all of the work that DCL has produced until that point and you may either cancel this contract or continue to commission DCL to make further revisions at R200 per 15 minutes.

b) Text content and input

I. DCL is not responsible for writing or inputting any content, unless we specified it in the original estimate. This includes but is not limited to: products, page content (not in the initial sitemap), categories, attributes, and product tags. DCL is happy to help, and in addition to the estimate we will charge you at ZAR 550 per hour, including a free initial consultation, for content input.



II. This particular contract comes with a fair amount of free content input

c) Changes and revisions

I. We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind. Minor design and content revisions will be billed at R200 per 15 minutes.

II. The estimate/quotation prices at the beginning of this document are based on the time that we estimate we'll need to accomplish everything that you have told us you want to achieve and any once-off license fees. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. A separate estimate/quote will be issued based on the additional requests.

d) Technical support

I. You may already have professional web site hosting; you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can help set up an account for you at one of our preferred, third party hosting providers. We will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics, plus any support issues will be up to you.

II. DCL is not a web site hosting company and so we do not offer or include technical support for web site hosting, email or other services relating to web site hosting. If you do require help with anything beyond the design and development of your site, we'll be happy to help.

3. Non-Communication

a) If we are unable to communicate with a client on a project for a duration of at least 30 calendar days by phone or email during the design and development process, the project will be cancelled without prior notice and no refund will be issued.

b) If the Client does not supply DCL with complete text, graphic content and other requested materials for the contracted Client within 30 calendar days of contract signing, the contract becomes void and all deposits paid by the Client are forfeited.

4. Legal stuff

a) We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

b) If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

5. Copyrights

a) In receiving this proposal - you accept that the copyright of ideas herein expressed rests with DCL. They may not be edited, adapted or used in any recognisable form without the



consent of DCL.

b) You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

c) When we receive your final payment, copyright is automatically assigned as follows:

I. You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them. You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

d) We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

6. Payments

a) We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

I. An 50% non-refundable deposit is payable before DCL commences work on this project.

II. Remainder of fee payable after testing and sign-off of the website, before go-live on the client's primary domain.

b) Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of finished product.

7. Cancelling this contract

a) A non-refundable deposit amount of 50% is due at the time of the contract signing. Cancellation of any web design project by either party will result in a refund to the client of all fees paid beyond the deposit amount, minus the amount already incurred in the development of the project by the date of cancellation, based on the amount of R550/hour. Web design cancellation refunds will be processed and delivered within 7 business days of the cancellation date

b) Upon cancellation of this contract:

I. All materials delivered to the client to date for this project must be returned.

II. Use of work done in connection with the project without DCL's consent could result in additional fees or legal action.

III. DCL will keep all original artwork, digital files, external discs prepared in connection with the project.

8. Liability, Non-Payment and Disputes:

a) The Client agrees to indemnify and save harmless DCL against all liabilities, claims and legal costs arising out of the Client's use of the website.

b) In the event of non-payment or other breach of this agreement by the Client, the Client shall pay



all of DCL's costs and expenses incurred in enforcement of the terms of this agreement, including DCL's legal fees on an attorney/client scale

c) This Agreement constitutes the sole record of the agreement between the parties and supersedes all previous agreements.

d) Neither party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein.

e) No addition to, variation of, novation or agreed cancellation of this Agreement shall be of force or effect unless in writing and signed by or on behalf of the parties.

f) Neither party to this Agreement shall be entitled to cede its rights or assign its obligations to any third party without the prior written consent of the other party.

g) Any notices to be served in terms of this Agreement shall be in writing (registered mail) and shall be sufficiently served if sent to the party to be served at the addresses set out on the first page of this Agreement, by hand, by prepaid registered post. The date of delivery (if by hand or fax) shall be deemed to be the date of service or transmission thereof. The date shall be deemed to be 14 days after the date of posting, if mailed by registered mail.