



Pricing and Payment terms:

Strict payment terms apply: Any account whose payment status is not current as of the start of the next month is deemed late.

New Clients

Payment is strictly Cash on Delivery (COD) unless otherwise agreed.

New Web Development

- We require 70% deposit on acceptance of quote and 30% within 7 days of testing phase irrespective if site goes live or not.
- Amount not paid on the due date by the client shall bear interest at a rate of 5% per month calculated with effect from the due date on which such amounts are paid.
- Prices do not include any author corrections (corrections made by the client after the final proofs have been signed off), which may be incurred to expedite delivery. Such costs may be additionally charged from the clients at the ruling tariffs.
- Where projects require work to take place over several months, progress payments will be required according to the cycle specified on the cost estimate for the project.
- Development, where required, will not be undertaken without the client signing off all relevant proof and cost estimates, as appropriate or required.

*Deposit not refundable on cancellation of project.

NOTE: Copyright and intellectual property on all material and documentation produced as part of a project remain vested with Vivant until payment for the work in question has been received timeously and in full. Thereafter, Vivant relinquishes copyright and intellectual property to the client company. Any use of material held under copyright by Vivant is in violation of international copyright and intellectual property law.

Monthly website hosting

Generally, customers are given a 7-day grace period after which the user's account may be suspended. Hosting fees are not refundable should you decide to move to another provider within the hosting term paid for.

Suspended accounts

Re-activation of suspended accounts incurs a reactivation fee of R995.00. Vivant will not be held responsible for any damages, losses, or claims as a result of a client's Internet service being suspended for non-payment.

Service Charges

Vivant reserves the right to adjust service charges at their sole discretion. Existing subscribers will receive 30 days written notice relating to price adjustments for any such services offered. The Customer hereby agrees to pay any and all legal fees, and related expenses incurred by Vivant in the collection of any outstanding amount due.

Cost Estimates

Each cost estimate is valid for 15 (fifteen) days from the date on which it is produced, after which it may become subject to changes in specifications and/or pricing. The cost estimate must be signed off by an authorized officer of the client company and a copy sent to Vivant before work can commence on the project. Alternatively, an official company work order will be required before work can commence on the project.

NOTE: Cost estimates do not include any meetings or travel and will be charged for accordingly.

A signed off cost estimate or official company order constitutes a contract between the Customer and Vivant for the production of the outputs detailed on the estimate. Projects are undertaken and completed as per the specifications and the costing parameters detailed in the cost estimate. Changes to the brief, client amendments and additional elements required that are not provided for in the cost estimate will be charged for accordingly. Where appropriate, additional cost estimates will be generated for work of this nature.



Testing Phase: Changes

On testing phase only 3 reverts equal to one-hour changes are included in original costing. Any additional changes will be charged for at an hourly rate of R680. Substantial changes, content changes and adding of additional images or removing of images, that are not due to any error on Vivant's part, will be billed for at our standard development rate. A change request will be submitted and quoted for before any changes can be implemented.

Changes on initial website design Scope Creep is always welcome but billable.

Additional charges will apply should information provided change during the development phase of a project.

Domain Names

Domain names are renewed every year. Customers failing to pay their domain registration fees will be at risk of losing their domain. We take no responsibility for you losing a domain name. Domain names will be suspended if annual hosting fees are not paid within the specified time limit.

Hosting contract (for subscribed CUSTOMERS)

We reserve the right to terminate hosting, e-mail and other services should there be payment delays. Prices may vary depending on the technology used for each hosting package. A calendar months' notice is required for cancellation of hosting services, supplied in writing. Verbal cancellations are not accepted. The Customer agrees that unless he/she notifies Vivant of his/her desire to cancel any or all services received, those services will be billed on a recurring basis.

Ongoing maintenance (for subscribed Customers)

We require at least 3 working days' notice for changes (Changes should be supplied in writing, preferably email). This contract aims to keep your website up-to-date with information (day to day changes and small additions) and does not include major changes, structure changes (changing templates, main navigation etc.), adding advanced features or redesigns. We will make changes that are within 'reasonable' limits. Notice will be given if maintenance costs change.

NOTE: One months' notice is required for cancellation of service, supplied in writing.

Website hosting

We use professional world-class ISP's. Server uptime is at least 99%. We cannot be held responsible or legally accountable for loss of e-mail, loss of business or website downtime due to hosting problems or countrywide network problems. Planned or unplanned server or network maintenance may be performed at any time without prior warning.

Spam/Unsolicited Mass E-mail

The sending of unsolicited commercial email (SPAM) through our web servers promoting any web site, or via third party web servers promoting a web site hosted by us, can result in the suspension or termination of the client's web hosting account, without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'opt in' methods and a strict removal procedure is published in all mailings. 'Safe lists' and other advertising related mailing lists might not be operated. Any complaints received are taken seriously and will be investigated.

Traffic Usage

There are no limits to the traffic each Customer has on their website or e-mails.

Image licenses

Professional images included in our web packages need to be selected from our high quality image library, alternative image libraries may be used at additional costs to the Customer. Image license costs may change depending on currency fluctuations or other factors.

Copyright

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves or that you've permission to use them. When your final payment has cleared, copyright will be automatically assigned as follows: You'll own the visual elements that we create for this project. Yes it is yours. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. We will but, just to be safe, we recommend you keep a copy. You own all elements of text, images and data you provided, unless someone else owns them. We'll own the unique combination of these elements that constitutes a complete design and we'll license that for you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that. We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.



Web Marketing

Vivant provides a number of services to submit web sites to search engines. This agreement recognizes that the nature of search engine (SEO) acceptance changes on a weekly basis. Vivant shall not give any guarantees on the outcome of promotion of a domain name and web site to search engines. If a web site does not appear in a search engine for any reason, the company will in no way be held responsible. The Customer agrees that Vivant does not own nor control the search engines or directories. The Customer accepts, should a search engine refuse to include the Customer website for inclusion, regardless of any fees paid for submission, no action will be taken against Vivant.

General terms

Vivant shall not be liable in any way whatsoever for:

- i. Any errors or omissions in the contents of any website which it has designed.
- ii. Any damages to or viruses that may infect a site visitor's computer equipment, software, data or other property which result from a site visitor's access to, use of, or browsing in any site designed by Vivant.
- iii. Any damages which result from the downloading of material, data, text, images, video or audio from any site designed by Vivant.
- iv. Any content in any site linked to a site designed by Vivant and any resulting damages from a site visitor's access to any such linked site – site visitor's link to any other such sites at their own risk.
- v. Each individual web site owner reserves the exclusive right to alter its site content in any way, at any time and for any reason without prior notification carrying no liability for any consequences of such changes.



ACCEPTANCE / TERMS & CONDITIONS

We, _____ (company name) (forthwith known as the client and duly authorized to do so) hereby want to activate the services mentioned above on the Costing Table. By written acceptance of this proposal, the client acknowledges and agrees to the following:

Website Development Terms

70% deposit is required upon acceptance of CE (Cost Estimate).

30% balance payment within 7 days of testing phase irrespective if site goes live or not.

If the monthly option is chosen, it is required that you host the website with Vivant, we will invoice you when we start and every month thereafter. Amount not paid on the due date by the client shall bear interest at a rate of 2.5% per month calculated with effect from the due date on which such amounts are paid. Monthly invoices will be sent between the 25th and 31st of each month. All prices exclude VAT unless stated otherwise.

General Terms

Upon written acceptance of the proposal the client agrees to sign Vivant's standard un-amended terms and conditions of contract. These terms and conditions. A copy of Vivant's standard agreement is available on request. The charges for the services and the payment terms applicable are set out in this proposal. During the design process it is expected that the client will work with Vivant to reach the results outlined and agreed to in the proposal. In this regard, the client agrees that it is its' responsibility to provide Vivant with all the content that it requires on its website in order for Vivant to complete the Website Design and Development as indicated in the Client Information Requirement sheet.

It is common during the design process that additional materials may become necessary, for example, stock photography or a requested commercial font is required; in this regard the customer agrees that a price per picture and per font will be applied to the final design fees and is payable in addition to the scope as set out above. In this regard, the customer shall be invoiced separately and payment must be made within 30 days from date of invoice if so required and agreed upon. Costing and timelines are based on deliverables stated in this bid proposal. Vivant will not be held responsible for any delays in delivery due to failure to gain access to information when required, or from failure to receive appropriate documentation in time from the client. Any costs incurred due to these delays will be for the client's account.

In the event Vivant is chosen to supply this service, Vivant agrees that it shall use commercially reasonable efforts to meet all project schedules and requested delivery time frames agreed upon, however the client understands that these are only estimated dates and should never be accepted either explicitly or impliedly as a guarantee of delivery. In this regard the client agrees not to hold Vivant liable for any losses associated with project delays. Should the client elect to take any additional services with Vivant over and above the website development, for example monthly maintenance of the website or website hosting service, the client will be required to sign Vivant's standard agreements in this regard, copies of which are available on request.

This proposal and the quotation contain proprietary and confidential information and the client agrees not to use or disclose any information contained herein except in the context of its business dealings with Vivant. The client agrees to instruct each of its employees that they must not disclose any information concerning this proposal to others except to the extent that those matters are generally known to, and or available for use by the public. The client also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Vivant's express written consent. The laws of the Republic of South Africa shall govern this proposal. Notwithstanding anything to the contrary contained in the cost estimate and/or the client's specifications, the validity of this proposed offer, including the costing, is open for acceptance by the client for a period of 30 days from the closing date of the request for quotation being the date at which this estimate was sent to the client. This proposal is not open for acceptance in parts.

By signing this quote you thereby accept the terms of this agreement.

We (Company Name) _____ hereby accept the terms & conditions.

PRINT NAME

DATE



I have read and accept the terms and conditions