

**The following are the Terms and Conditions of Ultimate Web Worx cc :**

**DURATION:**

All agreements will be valid for 12 (Twelve) months.

The client can only cancel the agreement if all the outstanding amounts due are paid.

The client have the option to renew the agreement for another 12 (Twelve) months, and a renewal of R150 (One hundred and fifty Rand) fee will be payable.

**PAYMENT:**

All amounts payable to Ultimate Web Worx cc is payable on the due dates, as stipulated in the agreement.

Deposit amounts is payable on date of signature unless the package mentioned otherwise.

Should the client fail to make any payment or should the bank not pay a debit order, and this failure are not remedied, then the client shall be liable to pay an administration fee towardsthe First Party.

**COMMUNICATION:**

All communication between the parties must be in written form, and the First Party will file this communication in every client's office file.

**MAINTENANCE AND REPAIRS:**

If the client experience any problem and have a need for maintenance and or service, a request must be send in writing to the service provider, failing which the First Party will not be held liable for a problem it was not aware of.

The parties agree that before any work will be done, the parties must reach an agreement which must be according to the information given to Ultimate Web Worx.

**TECHNICAL SUPPORT:**

Technical support is free to each client only if handled by "Remote Desktop". All "call outs" will be dealt with per quotation only. Should a client desire to use "Remote Desktop", this programme can be rent from Ultimate Web Worx.

**AMENDMENTS AND CHANGES TO PACKAGE:**

Any requests for changes and amendments must be in writing and the parties must reach an agreement in this regard before any changes and or amendments will be done.

A sample will be send to the client 30 (Thirty) days after the changes was requested. This sample will be valid for 72 (Seventy Two) hours, for approval and or acceptance. Any further changes must be done on quotation.

**DESIGN AND DEVELOPMENT:**

The design and development of the website will not exceed 30 (Thirty) days.

**JURISDICTION:**

The parties hereto consent to the jurisdiction of the Magistrate's Court having jurisdiction over the parties for any suit instituted as result hereof and consent to pay costs on a attorney and client scale.

**DOMICILIA AND NOTICES:**

The parties choose as their domicilia citandi et executandi the addresses as follow:

**The First Party:** Ultimate Web Worx cc

**Phone:** 072 890 0108

**The Client:**

**Phone:**

Provided that such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's domicilium in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the fifth business day following the date of posting thereof. This provision shall not be construed as precluding the utilization of other means methods (including telefacsimile) for the transmission or delivery of notices, acceptance, demands and other communications, but no presumption of delivery shall arise if any other means or method is used.

**BREACH OF CONTRACT:**

In the event of the client failing to comply with:-

Any of the provisions of this agreement, or

Any stipulation of this agreement,

The First Party will be obliged to give the client written notice per prepaid separate registered post to remedy such breach within 7 (seven) days within date of such notice. In the event of

the client failing to remedy the said breach within the aforesaid period of 7 (seven) days, the First Party shall, without any further notice be entitled to:

Claim specific performance of the terms of this agreement by enforcing the agreement or cancellation with immediate effect. Claim any amounts due to the First Party resulting from this agreement and to further claim or damages suffered as a result from the aforesaid breach of contract.

**WHOLE AGREEMENT:**

This is the entire agreement between the parties.

Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

No variation or consensual cancellation of this agreement or this clause shall be of any force or effect unless reduced to writing and signed by both parties.

**NON-WAIVER:**

Neither party shall be regarded as having waived, or be in any way from exercising, any right under or arising from agreement by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the party.

The failure of either party to comply with any non-material provision of this agreement shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.