

Terms and Conditions [Development]

The following terms and conditions apply to all website, software, app development and design services provided by Start Smart (Pty) Ltd to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase, payment or use of our services implies that you have read and accepted our terms and conditions. Paying for a service constitutes agreement to these terms and conditions.

Email confirmations are also an acceptable form of communication.

2. Charges

Charges for services to be provided by Start Smart (Pty) Ltd are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 14 days. Start Smart (Pty) Ltd reserves the right to alter or decline to provide a quotation after expiry of the fourteen (14) days.

All quotes are handled on an ad-hoc basis unless otherwise specified.

Payment for services is due by bank transfer. Bank details will be made available on invoices. Projects are invoiced as follows in South Africa:-

- R1 - R15 000 are invoiced at one hundred (100) percent in advance and payable in advance.
- R15 000 – R50 000 are invoiced at fifty (50) percent in advance and outstanding fifty (50) percent due upon completion of the work, prior to uploading to the server or release of materials to the live environment.
- R50 000 > projects require an advance payment of a minimum of fifty (50) percent of the project quotation total. A second charge of thirty (30) percent is required after the development stage, with the remaining twenty (20) percent of the project quotation total due upon completion of the work, prior to uploading to the server or release of materials to the live environment.
 - Normal Development rates: R550 and R850 per hour.
 - Consulting rates: between R895 and R1295 per hour.
 - Support on week-ends: R650 and R1590 per hour.
 - Support after hours 5pm-12pm R1193 per hour.

3. Client Review

Start Smart (Pty) Ltd will provide the Client with an opportunity to review the appearance and content of the website during the design phase, during the demo phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Start Smart (Pty) Ltd otherwise within ten (7) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Start Smart (Pty) Ltd will install and publicly post or supply the Client's website by the date specified in the project proposal, or at a date agreed with Client upon Start Smart (Pty) Ltd receiving initial payment, unless a delay is specifically requested by the Client and agreed by Start Smart (Pty) Ltd.

In return, the Client agrees to delegate a single individual as a primary contact to aid Start Smart (Pty) Ltd with progressing the commission in a satisfactory and expedient manner.

During the project, Start Smart (Pty) Ltd will require the Client to provide website content; text, images, video files, and data.

5. Failure to provide required website content, data, brief or functional specifications:

To remain efficient we must ensure that work we have planned is carried out at the scheduled time. We ask that you provide all the required information in advance. On any occasion where progress cannot be made with your project because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to reschedule your project in production.

If you further fail to communicate with us and provide us with all relevant information prior to project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately.

The project may not be delayed or slowed down to avoid non-payment. If no communication is received, no feedback provided, and the project is unable to continue after a period of 6 weeks, the deposit payment will be forfeited. The project will be re-quoted in order to continue.

6. Payment

Invoices will be provided by Start Smart (Pty) Ltd upon onboarding, testing, and completion but before publishing the live website. Invoices are normally sent via email. Invoices are due upon receipt unless otherwise specified.

There are 2 types of ongoing costs: domain registration and hosting. Some contracts are billed monthly and others annually.

a. Domain name registration: This cost recurs annually.

Domain name registration gives you exclusive rights to a certain name, such as www.mygroup.org, so that you can use it for your web-based purposes. You are NOT required to register a domain through us, but we strongly PREFER that you do. Domain name registration fees are not refundable.

b. Hosting: This cost recurs monthly. Hosting places the domain name on a particular server connected to the web, which allows you to post a website for viewing through a browser. You are NOT required to host through us, except for Storefront and Order Easy platforms, but we strongly PREFER that you do. Hosting comes with domain-based emails, bandwidth, storage space, database and security tools, and other features. Projects that involve custom programming must be hosted with Start Smart (Pty) Ltd to ensure the programs that we write will work. If you want to host your site on another server this must be disclosed before we begin programming.

c. Hosting Renewal Payment Obligations: Your hosting account will be automatically renewed under the same time and fee structure unless you give written notice to Start Smart fifteen (15) days before the renewal date that you do not wish to renew the account.

d. Hosting Cancellation Payment Obligations: You may cancel at any time. All cancellations must be received in writing with thirty (30) days calendar month notice & according to the deadlines indicated: regular e-mail is acceptable. Phone requests will not constitute acceptance of any cancellation.

e. Sites NOT Hosted by Start Smart: Should the client decide to host their site on another server, Start Smart cannot guarantee that all elements of the site will work. Start Smart will make a reasonable effort to research the problem on the foreign platform to let the client know what we think the problem is. However, we cannot take responsibility for problems caused by or on another hosting server, including but not limited to email, FTP, SSL, database, server software, and site security issues. If Start Smart believes it will take a significant amount of time to fix the problem, we will advise the client before proceeding. In most cases, fixing problems on a foreign hosting server is billable.

f. Malicious Use: Start Smart's policy forbids the forwarding of traffic to URLs containing any form of malicious advertising, illegal content, fraud, or socially unacceptable content. This includes, but is not limited to,

1. URLs containing forced downloads, phishing, pharming, malware, ransomware, scare tactics, racism, violence, illegal drugs, defamation, etc., and
2. URLs containing content that infringes on any intellectual property rights such as patents, copyrights, trademarks, or trade secrets of any third-party entity.
3. Users violating this Malicious Use Policy will have their accounts suspended indefinitely and risk the loss of their deposit.

7. Additional Expenses

Client agrees to reimburse Start Smart (Pty) Ltd for any additional expenses necessary for the completion of the work. Examples would be the purchase of special fonts, stock photography etc.

Any out of scope work is subject to additional charges, for which a quote will be provided to the client prior to commencing the additional development requests and as per our rate card.

8. Web Browsers

Start Smart (Pty) Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Google Chrome, Firefox, Microsoft Edge, Safari, etc.). Client agrees that Start Smart (Pty) Ltd cannot guarantee correct functionality with all browser software across different operating systems.

Start Smart (Pty) Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Start Smart (Pty) Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Termination

Termination of services by the Client must be requested in an email notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design/development work completed to the date of first notice of cancellation for payment in full within thirty (30) days calendar notice or as per Service Level Agreement or existing contract.

10. Indemnity

All Start Smart (Pty) Ltd services may be used for lawful purposes only. You agree to indemnify and hold Start Smart (Pty) Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

11. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Start Smart (Pty) Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Start Smart (Pty) Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Start Smart (Pty) Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Start Smart (Pty) Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

12. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (files delivered via e-mail or FTP) and that all creatives and other graphics will be provided electronically in .gif, .jpeg, .png or .ai format.

13. Design and Design Credit

A design deposit is required before the start of the project. The Remaining is payable prior to delivery. Once research, resources allocated or design work has commenced on a project, this deposit is non-refundable. In the case of a change of mind by a client, this deposit is non-refundable. Start Smart endeavours to provide design services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" (after a project has commenced) by client the initial 50% deposit is forfeited plus a pro rata payment based upon the time spent and our current rate card.

A link to Start Smart will appear in small type at the bottom of the Client's website. The Client also agrees that the website developed for the Client may be presented in Start Smart's portfolio unless otherwise specified.

14. Access Requirements

If the Client's website is to be installed on a third-party server, Start Smart (Pty) Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

15. Post-Placement Alterations

Start Smart (Pty) Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

16. Domain Names

Start Smart (Pty) Ltd may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Start Smart (Pty) Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

17. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes an agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

18. Governing Law

This Agreement shall be governed by South African Law.

19. Liability

Start Smart (Pty) Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Start Smart (Pty) Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

START SMART

If you have any questions or recommendations, feel free to drop us a mail

hello@start-smart.co.za