

Terms of Service

The following Terms & Conditions are a legal and binding document, applicable to all services undertaken by QUICKWEBSITE to render the afore mentioned deliver said services.

Terms and Conditions:

1. Quotation.

- 1.1. Quotations are valid for 10 (ten) calendar days from the documented date on the Quotation.
- 1.2. Quotations do not include domain name registration or hosting fees unless otherwise specified.

2. Acknowledgement.

- 2.1. Upon a Client accepting the QUICKWEBSITE Quotation and payment cleared by bank, the Client acknowledges that they have read and accepted these Terms and Conditions.

3. Payment Agreement.

- 3.1. The Client acknowledges acceptance of the Quotation and these Terms and Conditions by paying the total quoted South African Rand (ZAR) value to QUICKWEBSITE stipulated bank and account details as provided.
- 3.2. Services as described in the Questionnaire will only commence once the Client's full payment has been confirmed and cleared by bank.
- 3.3 QUICKWEBSITE reserves the right to change pricing at any time although all pricing is guaranteed for the period of pre-payment.
- 3.4 QUICKWEBSITE commits to complete the quoted services within a 5 working daytime frame once all required documentation has been received.
- 3.5. In order to deliver these services within the projected timeframes, the Client's co-operation is paramount.
- 3.6. QUICKWEBSITE cannot be held responsible for delays outside of their control, including but not limited to equipment failure, Third Party Hosting Services, and internet connections.
- 3.7. QUICKWEBSITE endeavor to make websites that perform well in current major browsers, but cannot guarantee backward compatibility (i.e. functionality on older devices and software).

4. Domain registration and Website Hosting by Definite Web Hosting.

- 4.1. QUICKWEBSITE has merged with Definite web Hosting.as from 1st December 2017.
- 4.2 Please visit [Definite Web Hosting website for Terms of Service.](#)

5. Invoices and Statements by QUICKWEBSITE.

- 5.1. QUICKWEBSITE is not a credit service provider and does not grant any credit facilities whatsoever.
- 5.2. Client Statements and accounts do not imply negotiable payment terms and are issued in accordance with the nature of services requested by client.
- 5.3. All website related Invoices are billed to the Client's account and e-mailed to the Client in accordance with these Terms and Conditions, and payments made by the Client are allocated to Invoices on the Statement upon QUICKWEBSITE having confirmed receipt of said funds.
- 5.4. Website invoices, corresponding payments received, and ii any due balances will reflect on the Client's Statement.

6. Restoration Service Agreement.

6.1. Please refer to [Definite Web Hosting website for Terms of Service.](#)

7. Designing of website via another Hosting Service Provider.

7.1. Unfortunately, we no longer provide website designing services if The Client is hosting via another Hosting Service provider, unless otherwise negotiated e.g. transfer ticket request. This has become necessary since we have no control to ensure that our clients' website is secure against possible hack attacks that is happening at the moment at an alarming rate of 320% increase since last year worldwide.

8. Review and Changes.

8.1. On 1st draft design completion of the Client's website, the website will be activated for 2 (two) working days, for the Client to preview and respond with amendments and/or improvements, within these 2 (two) working days, in writing by e-mail.

8.2. Hereafter the Client's website will be reverted to "Under Construction" status until these amendments and/or improvements, or other adjustments have been received and made.

9. Completion Date.

9.1. The Completion Date of a project is affected by feedback and received content from the Client. Timeframes will be adjusted within reason, notwithstanding these Terms & Conditions.

9.2. The Client will be notified when the website is activated, and then the Client will have 2 (two) working days to report any faults or request minor alterations (within the initial Agreement), in writing by e-mail.

9.3. Should QUICKWEBSITE NOT receive a reply within 2 (two) working days via e-mail, the Client's website is considered finalized and complete.

9.4 Or should QUICKWEBSITE NOT receive a reply within 2 (two) working days via e-mail, after the client have been notified of any changes/amendments made as per request, the Client's website is considered finalized and complete. Therefore, QUICKWEBSITE take no responsibility for website content errors thereafter.

9.5. Please note that any further adjustments or amendments after this date will be at an additional cost as set out in Terms and Conditions 10.

10. Additional Work

10.1 Additional Work requested and agreed to, or any other work in progress for the Client's website after the Completion Date of the original Agreement, the client has to inform QUICKWEBSITE of any additional upgrade at a cost as indicated on our standard package or for any additional updates to kindly send us an email to design@quickwebsite.co.za for a quotation on additional work required.

10.2. All payment(s) and time-frame(s) as set out in these Terms and Condition shall apply.

10.3. Scope creep (<https://www.quickwebsite.co.za/scope-creep/>) will not be tolerated, and setting clear goals, objectives and specifications in the initial negotiations and questionnaire with QUICKWEBSITE remain the responsibility of the Client.

10.4. QUICKWEBSITE may suggest Additional Work for the Client's project, including but not limited to graphic design, software, etc. to enhance the Client's website functionality and appearance, and reserves the right to do so free of charge or QUICKWEBSITE will issue the Client a Quotation accordingly.

11. Cancellations/Web Design Refunds.

11.1. Full refund: In cases where QUICKWEBSITE have not yet started website design work within an acceptable time frame based on an internal delay by a QUICKWEBSITE staff member then the Full Refund policy will be initiated and monies already paid for design work not provided, a refund will be awarded.

11.2. Hosting and Domain Fees cancellations - Please refer to [Definite Web Hosting website for Terms of Service.](#)

11.3. No refunds: If the project design work has advanced to a near completion stage and for a particular reason cannot be completed due to circumstances beyond QUICKWEBSITE'S control and circumstances initiated by a client then a refund will not be offered.

11.4. Note: A Partial refund may also be applicable in proportion to the work completed and this is subject to management discretion based on the situation that arises.

11.5. QUICKWEBSITE reserves the right at its discretion to cancel this Agreement should the Client breach any of the Terms and Conditions stated herein.

12. Using and Updating of own website – please refer to our "[Using & Updating of Website Policy](#)"

13. Required Documentation.

13.1. Required documentation refers to any and/or all information necessary for the timeous commencement and delivery of services as described in these Terms and Conditions.

13.2. The Client is to provide all Required Documentation electronically to QUICKWEBSITE within 7 (seven) days to initiate work on afore mentioned quoted services.

13.3. The Client's quoted and accepted services will only be queued and allocated accordingly, after compliance with Terms & Conditions 3.

13.4. If the Client does not supply QUICKWEBSITE with the additional required documentation requested by QUICKWEBSITE within 14 (fourteen) calendar days from Invoice date, an additional continuation fee of 15% of the total Quotation(s) will be billed for each month until the quoted services are completed, unless prior arrangements have been agreed upon.

14. Copyrights.

14.1. The Client must ensure they have the Copyright for all material supplied.

14.2. QUICKWEBSITE, employees, independent contractors, affiliates, agents, agencies or any associates involved in a client's products and/or services, will not be liable or held responsible for any Copyright disputes.

14.3 If and when QUICKWEBSITE are informed that material was provided without the required Copyright, illegal content will be removed immediately and the Client will be billed with the cost thereof.

14.4. QUICKWEBSITE does not take any responsibility for any and/or all content supplied from the Client without proper Copyright whatsoever.

15. Written Content.

15.1. The Client shall supply all content wording to be published in accordance with the specified services.

15.2. Written Content must be supplied by the Client in formatted text (as the Client specifies it to appear), unless otherwise agreed to by QUICKWEBSITE to design the layout thereof.

16. Graphic Images/Photographs.

16.1. Unless otherwise specified in the Questionnaire, the Client shall supply all Graphic Images to be published in accordance with the specified services.

16.2. Graphic Images (including but not limited to artwork and logos) supplied by the Client, must be of high digital quality and applicable format. (JPEG or PNG)

17. Specified Colours.

17.1. Colours must be specified by the Client on Questionnaire.

18. Printing.

18.1. QUICKWEBSITE does not offer any printing products and/or services, therefore QUICKWEBSITE take no responsibility for print or Printing errors.

18.2. Completed graphic design, logo, or any artwork by QUICKWEBSITE will be e-mailed to the Client, and the Client will enter into an agreement directly with the printer of their choice.

19. Search Engine Optimization (SEO).

19.1. QUICKWEBSITE cannot guarantee search positions or rankings of websites but include Search Engine Optimisation (SEO) in the form of Meta tags and descriptions, keywords, structure and basic content recommendations to enhance the performance of the website on the world wide web.

20. Consultations.

20.1. Telephonic or e-mail queries will be responded to free of charge for confirmed Clients.

20.2. Meetings and consultations will be charged at the discretion of QUICKWEBSITE, in accordance with these Terms and Conditions, quoted and agreed to.

21. Security.

21.1. QUICKWEBSITE will not be held liable for any viruses, hacking, malicious content or any Security breaches pertaining to any third-party applications or to the Client's website.

21.2. Hosting services provided by Definite Web Hosting may at any time suspend a domain should any viruses or malicious content be exposed through hacking or security breaches to any third-party application or website.

22. General.

22.1. QUICKWEBSITE reserves the right to make changes to these Terms and Conditions at any time without prior consent of any and/or all of their clients, employees, independent contractors, affiliates, agents, agencies or any other third-party agreements.

22.2. These Terms and Conditions are legally binding in accordance with the publishing date hereof, as incorporated on QUICKWEBSITE own website.

Amended date: 24 June 2021.