



52 Richmond Avenue  
Auckland Park



083 997 5321



hello@yasiensarlie.com



yasiensarlie.com

The following Terms & Conditions are a legal and binding document, applicable to all products and/or services undertaken by Yasien Sarlie Website Design, for and on behalf of any Client(s) who have duly signed Yasien Sarlie' quotation(s) for any such products and/or services, and therefore authorised Yasien Sarlie to render the aforementioned products and deliver said services.

## Terms and Conditions:

### 1. Project Specifications.

1.1. The Client must supply the Project Specifications to Yasien Sarlie in order for Yasien Sarlie to issue an accurate and binding quotation.

1.2. Yasien Sarlie' Project Specifications form are available to download, complete and submit to Yasien Sarlie (<https://yasiensarlie.co.za/project-spec/>).

1.3. If the Client requires further assistance with creating Project Specifications, Yasien Sarlie are willing to assist the Client. This time may be billed to the Client at the discretion of Yasien Sarlie.

1.4. Any Additional Work (Terms and Conditions 19.) must be supplied as additional Project Specifications.

### 2. Quotation.

2.1. Quotations are valid for 10 (ten) calendar days from the documented date on the Quotation.

2.2. Quotations do not include domain name registration or hosting fees unless otherwise specified.

### 3. Acknowledgement.

3.1. Upon a Client signing the Yasien Sarlie Quotation, the Client acknowledges that they have read and accepted these Terms and Conditions.

### 4. Agreement.

4.1. The Client acknowledges acceptance of the Quotation and these Terms and Conditions by paying 50% of the total quoted South African Rand (ZAR) value as deposit to Yasien Sarlie stipulated bank and account details as provided.

4.2. Products and/or services as described in the Quotation will only commence, once the Client's deposit has been confirmed as received by Yasien Sarlie, which will be reciprocated with a Statement allocating Payment to said Invoice, to the Client, when said funds are confirmed by Yasien Sarlie.

4.3 Yasien Sarlie commit to work expeditiously to complete the quoted products and/or services within the Project Specifications and time-frames indicated as per the Quotation(s).

4.4. In order to deliver these products and/or services within the projected time-frames, the Client's co-operation is paramount.



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**4.5.** Yasien Sarlie can not be held responsible for delays outside of their control, including but not limited to equipment failure, Third Party Hosting Services, and internet connections.

**4.6.** Yasien Sarlie endeavour to make websites that perform well in current major browsers, but can not guarantee backward compatibility (i.e. functionality on older devices and software).

## **5. Deposit.**

**5.1.** Deposit(s) are non-refundable and non-negotiable.

**5.2.** Should the Client pay more than the required 50% Deposit, the balance is refundable within 10 (ten) calendar days should the Agreement be terminated by either party (refer to Terms & Conditions 24.).

**5.3.** Any amount paid by the Client, greater than the 50% required Deposit, does not construe or imply any additional right(s) other than what is stipulated in these Terms and Conditions.

## **6. Required Documentation.**

**6.1.** Required documentation refers to any and all information necessary for the timeous commencement and delivery of products and/or services as described in these Terms and Conditions and indicated by the Project Specifications.

**6.2.** The Client is to provide all Required Documentation electronically to Yasien Sarlie, within 10 (ten) calendar days after the Invoice date confirming the received deposit, to initiate work on aforementioned quoted products and/or services, unless they are to be created as part of the project.

**6.3.** The Client's quoted and accepted products and/or services will only be queued and allocated accordingly, after compliance with Terms & Conditions 6.2.

**6.4.** If the Client does not supply Yasien Sarlie with the Required Documentation within 20 (twenty) calendar days from Invoice date, the entire amount of the Agreement becomes due and payable, should the Client choose to continue the Agreement with Yasien Sarlie.

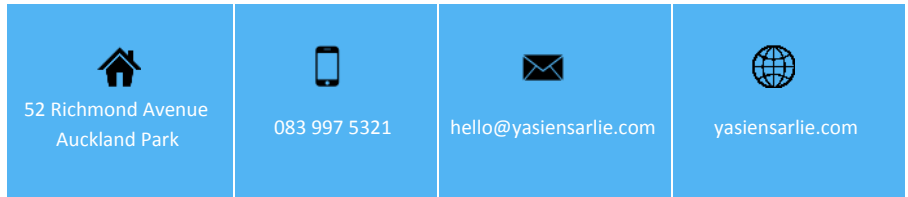
**6.5.** If the Client still has not submitted or provided all the Required Documentation within 45 (forty-five) calendar days from Invoice date, an additional continuation fee of 15% of the total Quotation(s) will be billed for each month until the quoted products and/or services are completed.

## **7. Copyrights.**

**7.1.** The Client has to ensure they have the Copyright for all material supplied.

**7.2.** Yasien Sarlie, 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.

**7.3** If and when Yasien Sarlie 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.



**7.4.** Yasien Sarlie does not take any responsibility for any and all content supplied from the Client without proper Copyright whatsoever.

**8. Written Content and Fonts.**

**8.1.** Unless otherwise specified in the Quotation, the Client shall supply all content wording to be published in accordance with the specified products and/or services.

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

**8.3.** All fonts for Written Content shall be indicated by the Client in the Project Specifications.

**8.4.** Refer to “A Guide to Design a Website” (<https://www.yasiensarlie.com/design-guide/>), as digital quality and applicable format of Written Content and Fonts are determined by the use thereof in the Project Specifications.

**9. Graphic Images.**

**9.1.** Unless otherwise specified in the Quotation, the Client shall supply all Graphic Images to be published in accordance with the specified products and/or services.

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

**9.3.** Refer to “A Guide to Design a Website” (<http://www.yasiensarlie.com/design-guide/>), as digital quality and applicable format of Graphic Images are determined by the use thereof in the Project Specifications.

**10. Photographs.**

**10.1.** Photographs supplied by the Client must be of high digital quality and applicable format.

**10.2.** Refer to “A Guide to Design a Website” (<http://www.yasiensarlie.com/design-guide/>), as digital quality and applicable format of Photographs are determined by the use thereof in the Project Specifications.

**11. Specified Colours.**

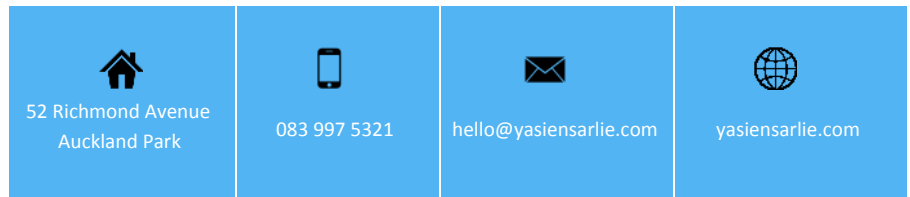
**11.1.** Colours specified by the Client must be supplied as Pantone and CMYK values.

**11.2.** Refer to “A Guide to Design a Website” (<http://www.yasiensarlie.com/design-guide/>), as Specified Colours and applicable format are determined by the use thereof in the Project Specifications.

**12. Printing.**

**12.1.** Yasien Sarlie does not offer any printing products and/or services, therefore Yasien Sarlie take no responsibility for print or Printing errors.





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

**12.3.** Screen colours and digital proofs can vary from litho Printing. To ensure colour and print quality, it is the Client's responsibility to request a colour proof from their printers.

### **13. Website Hosting.**

#### **13.1. Hosting via Yasien Sarlie**

**13.1.1.** Hosting (<http://www.yasiensarlie.com/hosting-services/>) via Yasien Sarlie allows for allocated disk space limited to that Hosting package. Disk over-usage will be charged at the appropriate rate at that time, Invoiced to the Client's account and must be paid within 7 (seven) calendar days after Invoice date thereof.

**13.1.2.** Monthly Hosting & Yearly Domain Fees must be paid on or before the last working day of each month, unless committed to payment by means of a stop order payment, in which instance the last calendar day is applicable.

**13.1.3.** Hosting fees are payable from date of domain registration or transfer to Yasien Sarlie.

**13.1.4.** Payments not received by the 5th of each month will automatically suspend the Client's Hosting service, thus deactivating the Client's website and linked e-mail accounts.

**13.1.5.** A reactivation fee, at the appropriate rate at that time, will be billed to the Client.

**13.1.6.** Hosting fees not received for 2 consecutive calendar months irrevocably terminates the linked website and associated e-mail accounts with the host. The Client's domain registration remains for the balance of the yearly domain fee paid, but no software, design and/or development work associated with the domain is recoverable by reactivation hereafter.

**13.1.7.** Yasien Sarlie reserves the right to suspend the Client's services due to non-payment and charge fees, at the appropriate rate at that time, on all arrears in accordance with these Terms and Conditions.

**13.1.8.** Hosting cancellations are only accepted in writing and or e-mailed to [hello@yasiensarlie.com](mailto:hello@yasiensarlie.com), on or before the 1st of the new month as it carries a calendar month notice period.

**13.1.9.** All outstanding payments must be paid up to date before the Client's Hosting services will be terminated with Yasien Sarlie, thus enabling release to transfer to a Third Party Hosting Service Provider.

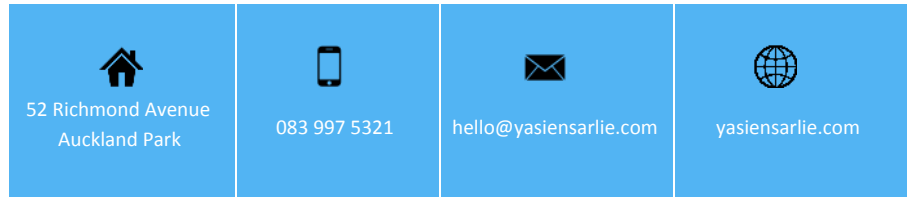
#### **13.2. Hosting via a Third Party Service Provider.**

**13.2.1.** The Client has to provide Yasien Sarlie with their Cpanel, FTP and database details to upload onto Yasien Sarlie' software.

**13.2.2.** If the Client uses a Third Party Service Provider on Yasien Sarlie' recommendation, the Client will enter into an agreement directly with that Third Party Service Provider.

**13.2.3.** Yasien Sarlie will not be held liable or have any responsibility for the Client's Hosting Services via a Third Party Service Provider as we do not have control over the status of hosting, domain renewals or e-mail when not hosted with Yasien Sarlie.





**13.2.4.** All technical aspects of websites must be referred to the Client's Third Party Hosting Service Provider.

**13.2.5.** Yasien Sarlie will however assist the Client upon request with Third Party Hosting Service Provider(s). This time may be billed to the Client at the discretion of Yasien Sarlie.

#### **14. Search Engine Optimization (SEO).**

**14.1.** Yasien Sarlie can not guarantee search positions or rankings of websites, but include Search Engine Optimisation (SEO) in the form of meta tags and descriptions, structure and basic content recommendations. Yasien Sarlie can assist with the Client's SEO if and when required and will issue the Client a Quotation accordingly.

#### **15. E-Commerce.**

**15.1.** E-commerce and online shopping website – please refer to our “Shop Requirements” (<https://www.yasiensarlie.com/shop-requirements/>).

**15.2.** Yasien Sarlie will only load 30 products on the website on the Client's behalf. However, the Client will be able to load unlimited products.

**15.3.** Should the Client require Yasien Sarlie to load more than the aforementioned 30 loaded products, Yasien Sarlie will issue the Client a Quotation accordingly.

#### **16. Review and Changes.**

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

**16.2.** Hereafter the Client's website will be reverted to “Under Construction” status until these amendments and/or improvements, or other adjustments have been made.

#### **17. Balance of Payment.**

**17.1.** The Client is required to e-mail the Proof of Payment to Yasien Sarlie, which will be reciprocated with a Statement, allocating payment to said Invoice, to the Client, when said funds are confirmed by Yasien Sarlie.

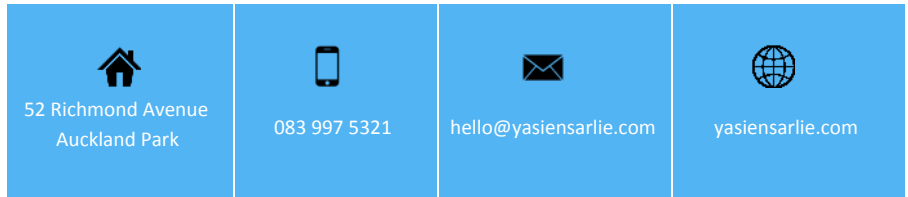
**17.2.** All work remains the property of Yasien Sarlie until the full and final payment is received.

#### **18. Completion Date.**

**18.1.** Activation of the Client's website is conditional to the Terms & Conditions 17. above.

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





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**18.3.** 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 via the <https://yasiensarlie.plutio.com> portal.

**18.4.** Should Yasien Sarlie not receive a reply within 2 (two) working days via the <https://yasiensarlie.plutio.com> portal, the Client's website is considered finalised and complete. Therefore, Yasien Sarlie take no responsibility for website content errors hereafter.

**18.5.** Please note that any further adjustments or amendments after this date will be at an additional cost as set out in Terms and Conditions 19.

## **19. Additional Work.**

**19.1** 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, will be billed monthly in accordance to these Terms and Conditions, quoted and agreed to.

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

**19.3.** Scope creep (<https://www.yasiensarlie.com/scope-creep/>) will not be tolerated, and setting clear goals, objectives and specifications in the initial negotiations and Project Specifications with Yasien Sarlie remain the responsibility of the Client.

**19.4.** Yasien Sarlie 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 Yasien Sarlie will issue the Client a Quotation accordingly.

## **20. Service Agreement.**

**20.1.** The Client may request Yasien Sarlie access to their website's WordPress system. Upon doing so, the Client indemnifies Yasien Sarlie from any changes made by the Client or any third party to the website, which includes but is not limited to any content changes, software updates, added software, or loss of information.

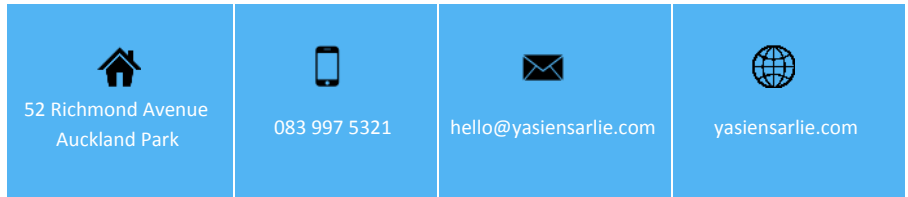
**20.2.** A restoration fee in accordance to these Terms and Conditions, quoted and agreed to, will be billed when having to restore a website.

**20.3.** Yasien Sarlie commit to respond to any technical error, which may be the result of their Hosting services, design software or any plausible fault, omission or neglect on their part within this agreement(s), within 2 (two) working days.

**20.4.** Yasien Sarlie are not liable to Client(s) or responsible for said products and/or services of Client(s) whose accounts are not paid up to date.

## **21. Invoices and Statements.**

**21.1.** Yasien Sarlie are not a credit service provider and does not grant any credit facilities whatsoever.



**21.2.** Client Statements and accounts does not imply negotiable payment terms, and are issued in accordance with the nature of Yasien Sarlie being a month-to-month service provider.

**21.3.** Yasien Sarlie endeavour to issue and e-mail Client Statements, 7 (seven) calendar days prior to the last calendar day of each month.

**21.4.** All 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 Yasien Sarlie having confirmed receipt of said funds.

**21.5.** Invoices, corresponding payments received, and due balances will reflect on the Client's Statement.

**21.6.** Due to the nature of the business, additional Client Statements will be issued and e-mailed for all overdue balances and additional fees Invoiced, on the 1st (first) and 7th (seventh) calendar day of each month consecutively and cumulative.

## **22. Consultations.**

**22.1.** Telephonic, Skype, Plutio or e-mail queries will be responded to free of charge for confirmed Clients according to Terms & Conditions 4.1.

**22.2.** Meetings and consultations will be charged at the discretion of Yasien Sarlie, in accordance to these Terms and Conditions, quoted and agreed to.

## **23. Legal Costs.**

**23.1.** Failure to comply with these Terms and Conditions regarding payments and fees will result in legal action from Yasien Sarlie' legal representative(s), and the full outstanding balance becomes payable.

**23.2.** All legal cost resulting of non-payment will be accrued to the Client's outstanding balance.

## **24. Cancellations.**

**24.1.** Should the Client cancel the project at any time, all fees up to that point of work will be calculated. Any amount greater than the 50% deposit will be billed to the Client. This is payable within 7 (seven) calendar days of Invoice date.

**24.2.** Yasien Sarlie will only refund Client's amounts paid, greater than the 50% deposit for products and/or services not delivered in accordance to the initial Agreement(s), or balance thereof in accordance to Terms & Conditions 24.1.





**24.3.** Hosting and Domain Fees are non-refundable, as these are paid in advance.

**24.4.** Yasien Sarlie reserves the right at its discretion to cancel this Agreement should the Client breach any of the Terms and Conditions stated herein.

## **25. Security.**





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**25.1.** Yasien Sarlie 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.

**25.2.** Yasien Sarlie Hosting service provider 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.

**26. General.**

**26.1.** Yasien Sarlie reserves the right to make changes to these Terms and Conditions at any time without prior consent of any or all of their Clients, employees, independent contractors, affiliates, agents, agencies or any other third party agreements.

**26.2.** These Terms and Conditions (<https://yasiensarlie/terms/>) are legally binding in accordance with the publishing date hereof, as incorporated on Yasien Sarlie own website , and date of signing a product and/or service delivery Agreement(s) with Yasien Sarlie.

