

CUSTOM WEBSITE AGREEMENT (FULL VERSION)

Business Name: Z4 SOFTWARE

Client Name: _____

Effective Date: _____

This agreement ("Agreement") is made between **Z4 SOFTWARE** ("CEO") and the Client named above ("Client") for the creation, design, development, and delivery of a custom website. By signing this Agreement, the Client acknowledges and agrees to all terms, conditions, and policies set forth herein.

1. PROJECT TYPE AND SCOPE

This Agreement covers **Custom Website Development**, meaning that the Designer will create a website from scratch based on the Client's specifications, including full custom design, layout, structure, and functionality. Custom websites allow for greater flexibility than template websites, but also require more detailed planning, communication, and approval processes. The scope of the project, including the number of pages, features, design requirements, and any additional functionality, will be documented in the proposal and agreed upon by both parties. Any work requested outside of the original agreed scope will be treated as an additional feature and billed separately.

2. DELIVERABLES

The Designer will provide the Client with a fully functional, mobile-responsive custom website, which includes up to seven (7) pages, custom layout, branding consistent with Client-provided logos and colour schemes, a standard contact form, and basic SEO-friendly structure. Any extra pages, features, or complex functionalities requested beyond this scope will require a separate quotation and written approval from the Client prior to commencing work. This agreement does not include content creation unless explicitly stated and paid for. If content creation is requested, it will be charged at R____ per page, and the Client is responsible for reviewing and approving all content before publication.

3. ADDITIONAL FEATURES AND SCOPE CREEP

Additional features or changes requested after the project has begun, which were not part of the original scope, are considered **Extra Features**. Extra Features may include, but are not limited to, booking systems, online stores, blogs, additional pages, custom dashboards, API integrations, chat systems, advanced animations, multi-language setup, or any special functionality. Extra Features will be quoted separately and must be approved in writing by the Client before work proceeds. The Designer reserves the right to pause the project until payment for Extra Features is received. The Client acknowledges that repeated additions outside the original scope may result in increased costs and extended timelines.

4. REVISIONS

The project includes three (3) rounds of revisions for the custom design and layout. Revisions are intended to refine the website within the scope of the original agreement. Additional revisions beyond these three rounds, or major redesign requests, will require a new quotation. If the Client becomes unreachable during the revision process, work will be paused until the Client is available. Any requests for revisions submitted after the official handover date will incur a **late revision fee of R500 per request**.

5. PAYMENT TERMS

The total project fee is divided into two payments: a **non-refundable 50% deposit** required before the project begins, and the **remaining 50%** due immediately upon completion of the website and notification to the Client that the site is ready for handover. Access to the website, including login credentials and source files, will not be provided until the final payment is received.

Late Payment Penalties

If the Client fails to pay the remaining balance within five (5) days of notification of project completion, a **penalty of R500 per day** will be applied until payment is made. If payment remains outstanding for thirty (30) days, the Client will owe the remaining balance, accumulated daily penalties, plus an additional penalty of **R15,000**, and the website will be permanently deleted. Should the Client wish to continue with a new website, they must first settle the total amount owed and then pay the full cost of a new project. Repeat offenses of non-payment or deliberate contract violation may result in legal action.

6. CLIENT RESPONSIBILITIES

The Client agrees to provide all necessary materials, including text, images, logos, branding information, and accurate business information required for the website. Delays in providing these materials may delay the project timeline. The Client guarantees that all supplied content is legal, original, and does not infringe upon any copyright or intellectual property rights. Any content provided by the Designer is based on materials supplied by the Client, and the Designer will not be liable for legal issues arising from Client-supplied content.

7. MAINTENANCE

Custom websites do not include maintenance unless a maintenance plan is purchased. If the Client does not purchase maintenance, they are responsible for updates, backups, security, and fixing any errors or breakages. For Client-caused damage, the following fees apply: R3,000 per incident without maintenance, or R2,500 per incident with an active maintenance plan. Maintenance services are available for **R700 per month**, which include system updates, backups, security monitoring, minor text and image edits, and restoring broken elements caused by software or system errors.

8. HOSTING

If the Designer provides hosting services, the Client agrees to pay **R500 per month**. Hosting includes server space, backups, basic security, and uptime monitoring. Hosting does not cover website edits, repairs, or any changes requested by the Client. Non-payment of hosting fees for seven (7) days may result in temporary suspension of the website.

9. MONTHLY REPORTS

Optional monthly website performance reports are available for **R500 per month**. Reports include visitor statistics, page performance, SEO tracking, speed analysis, security status, and recommendations. Monthly reports are strongly recommended for websites hosted by Z4 SOFTWARE to maintain optimal performance and security.

10. SEO SERVICES

Optional basic SEO services are available for **R400 per month**, which include on-page optimisation, meta tags and descriptions, keyword implementation, indexing checks, and monthly ranking reports. Advanced SEO campaigns, external link-building, and advertising are not included.

11. INTELLECTUAL PROPERTY AND OWNERSHIP

The Designer retains full ownership of all code, designs, and assets until full payment is received. Upon final payment, ownership of the website is transferred to the Client. The Client may not reproduce, redistribute, or resell the design or code without written consent from Z4 SOFTWARE.

12. PORTFOLIO RIGHTS

The Designer may use screenshots, descriptions, and other materials from the completed website in portfolios, marketing, or promotional material. If the Client requires confidentiality, a written request must be submitted and approved by the Designer.

13. THIRD-PARTY SERVICES DISCLAIMER

Z4 SOFTWARE is not responsible for any failures of third-party services, including but not limited to hosting providers, domain registrars, payment gateways, email servers, APIs, or plugins. If a third-party service fails, the Client may be billed for any necessary fixes.

14. DOMAIN MANAGEMENT

The Client is responsible for purchasing, registering, and renewing their domain. Z4 SOFTWARE may manage domains for a separate fee. Expired domains or lapses in registration are not the responsibility of the Designer.

15. REFUND AND CHARGEBACK POLICY

All deposits are non-refundable. No refunds are provided for completed work. Clients may not dispute or initiate chargebacks for payments made under this Agreement. Any violation of this clause may result in legal action.

16. PROFESSIONAL CONDUCT

All communication between the Designer and the Client must remain professional and respectful. Harassment, threats, insults, or any form of abuse will result in immediate termination of the project with **no refund**. Legal action may be pursued for harassment or breach of contract.

17. LIABILITY

The Designer is not liable for loss of income, client-caused damage, downtime caused by third-party services, hacking, or delays due to missing client content.

18. PROJECT HANDOVER

Upon full payment, the Designer will provide the Client with administrative access to the website, login credentials, and the published site. Basic training may be provided. Any edits requested after handover are subject to maintenance or extra fees.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising from this Agreement shall be resolved in the competent courts of South Africa.

20. Amount Due

R _____

21. AGREEMENT

By signing below, both parties acknowledge and agree to all terms, conditions, and policies set forth in this Agreement.

Client

Name: _____

Signature: _____

Date: _____

Z4 SOFTWARE

Name: _____

Signature: _____

Date: _____