

TEMPLATE 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 design, customisation, and delivery of a Template Website. By signing this Agreement, the Client acknowledges and agrees to all terms, conditions, and policies outlined herein.

1. PROJECT TYPE AND SCOPE

This Agreement applies specifically to Template Websites provided by Z4 Software. A Template Website uses pre-built layouts with fixed design, structure, and features. The Client selects a template from the available options, and the Designer will customise it with the Client's branding, logo, colours, and content. Template websites are not fully custom; therefore, functionality and layout are limited to the pre-existing design. Any request for additional features beyond the template's original design is considered an Extra Feature and is subject to additional charges.

2. WHAT IS INCLUDED

The Template Website package includes the selected template design, integration of the Client's branding elements, up to five (5) pages, a standard contact form, and mobile responsiveness. The template will include standard sections as indicated in the chosen template layout. Any functionality, page, or feature not included in the selected template is considered an Extra Feature and will be billed separately in accordance with Section 3 of this Agreement.

3. ADD-ON FEATURES

Clients may request additional features to enhance their template website, including, but not limited to, live maps, booking systems, WhatsApp chat integration, blogs, e-commerce functionality, animations, or extra pages. Clients may request **up to three (3) additional features at no extra cost**. Any Extra Features requested beyond three will incur a charge of **R350 per feature**. All Extra Features must be approved in writing by the Client before work commences, and the Designer reserves the right to pause work until payment for approved Extra Features is received.

4. REVISIONS

The Template Website package includes **two (2) rounds of revisions**. Revisions are intended to adjust content, layout, or minor design elements within the scope of the selected template. Any revisions beyond these two rounds will incur a fee of **R350 per revision**. Major redesigns that significantly alter the template's structure will require a separate quotation. If the Client is unavailable during the scheduled revision dates, the Designer may pause work until communication resumes. Any revision requests made after the official handover date will be subject to a **late revision fee of R500 per request**.

5. PAYMENT TERMS

The total project cost is divided into two payments: a **50% non-refundable deposit** payable before work begins, and the **remaining 50% payable upon completion** and notification that the website is ready for handover. The Designer will not provide website access, login credentials, or source files until full payment is received.

Late Payment Penalties

If the remaining balance is not paid within five (5) days of notification, a **penalty of R500 per day** will be applied until payment is received. If the balance remains unpaid for thirty (30) days, the Client will owe the remaining 50%, accumulated penalties, and an additional **R15,000 penalty fee**, and the website will be permanently deleted. Should the Client wish to proceed with a new website after deletion, all outstanding fees must first be settled, and the Client must pay the full cost of a new website project. Repeat violations may result in legal action.

6. CLIENT RESPONSIBILITIES

The Client is responsible for providing all necessary materials, including text, images, logos, branding guidelines, and accurate business information. Delays in providing these materials may extend the project timeline. The Client guarantees that all materials provided are original, legal, and do not infringe on the intellectual property rights of any third party. The Designer will not be liable for legal issues arising from Client-supplied content.

7. MAINTENANCE

Template websites do not include maintenance unless purchased as an optional service. Clients without maintenance are responsible for updates, backups, security, and repairs for any client-caused or system errors. If the website requires repair due to client actions and there is no maintenance plan, the repair fee is **R3000 per incident**. If a maintenance plan is active, the repair fee is reduced to **R2,500 per incident**. The optional maintenance plan is **R700 per month**, which includes software updates, backups, security monitoring, minor text and image edits, and restoring broken elements caused by system or plugin errors.

8. HOSTING

If hosting services are provided by the Designer, the Client agrees to pay **R500 per month**. Hosting includes server storage, backups, basic security, and uptime monitoring. Hosting does not include website edits, design changes, or repairs. 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 insights, SEO tracking, speed analysis, security status, and recommendations. Monthly reports are strongly recommended for websites hosted by Z4 Software to ensure proper performance, security, and functionality.

10. SEO SERVICES

Optional basic SEO services are available for **R400 per month**, including on-page optimisation, meta tags and descriptions, keyword implementation, and indexing checks. Advanced SEO campaigns, link building, or paid search advertising are not included.

11. INTELLECTUAL PROPERTY AND OWNERSHIP

Z4 Software retains full ownership of the website design, layout, and source code until full payment is received. Upon payment of all fees in full, ownership of the website will transfer to the Client. The Client may not copy, redistribute, resell, or use the design or source code for other purposes without the Designer's written consent.

12. PORTFOLIO RIGHTS

The Designer may use screenshots, descriptions, or other materials from the completed website for portfolio, marketing, or promotional purposes. If the Client requests privacy, a written request must be submitted and approved by the Designer.

13. THIRD-PARTY SERVICES DISCLAIMER

The Designer is not responsible for failures of third-party services including, but not limited to, hosting providers, domain registrars, payment gateways, APIs, plugins, or external software. Any costs incurred for fixes due to third-party service failures will be billed to the Client.

14. DOMAIN MANAGEMENT

The Client is responsible for purchasing, registering, and renewing their domain. Z4 Software may manage the domain for an additional fee if agreed. Expired or mismanaged domains are the responsibility of the Client, and the Designer will not be liable for downtime or loss of service.

15. REFUND AND CHARGEBACK POLICY

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

16. PROFESSIONAL CONDUCT

All communication between the Designer and Client must remain professional, respectful, and business-focused. Harassment, insults, threats, or abusive behaviour may result in **immediate project termination with no refund**. Legal action may be taken in cases of harassment or breach of contract.

17. LIABILITY

The Designer is not liable for lost income, downtime caused by third-party services, hacking, malware, client-caused breakages, or delays due to the Client failing to provide content or materials on time.

18. PROJECT HANDOVER

Upon full payment, the Designer will provide the Client with administrative login credentials, access to the live website, and training if included. Any edits or changes requested after handover require maintenance or will be billed as extra work.

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 will be resolved in the competent courts of South Africa.

AMOUNT DUE

R _____

20. FULL 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: _____