

DO Brand Engineers (Pty) Ltd - Website Design Discovery Form and Service Agreement

Website Discovery:

Do you currently have a website	Yes	No
Current Website Issues		
Current Web Designer		
Do you have a Domain?	Yes	No
Domain Name		
Domain Provider		
Do you currently have hosting?	Yes	No
Hosting Provider		
Provider Contact		
Designs Available?	Company Profile Brochure Business Card Flyer Menu Catalog	
Content Available?	Images Photos Graphics Videos Links	
CI Manual/Brand Guidelines?	Yes	No

Website Scope: (Additional/Specific Features | Any Other Requests)

Website Design Service Agreement

This Website Design Service Agreement (the "Agreement") is entered into between Do Brand Engineers (Pty) Ltd, hereinafter referred to as the "Designer," and the Client, collectively referred to as the "Parties."

[Client's Name] ("Client") _____

as of [Effective Date] _____

1. SCOPE OF WORK:

The Designer agrees to provide website design services as outlined in "Website Scope". Any additional work not explicitly stated in the Scope of Work will be considered extra work and quoted separately.

2. PAYMENT:

The Client agrees to pay a 75% deposit of the total project cost before any work commences. The remaining balance is due upon completion of the website and before it is launched.

3. PROJECT TIMELINE:

The Designer estimates between 5 to 15 working days for website completion, depending on the Scope of Work.

4. CLIENT FEEDBACK:

The Client agrees to provide prompt feedback. Delays caused by the Client's failure to provide timely feedback may result in project extensions. If the Client fails to provide feedback or abandons the project for 20 working days from the date feedback is requested, the Designer reserves the right to terminate the project, and the Client is not entitled to any refunds.

5. HOSTING:

The Client is responsible for hosting and must assist the Designer with their IT team if necessary. The Designer is not liable for slow or insecure websites if the Client provides unreliable hosting. The Client is encouraged to use the Designer's hosting service for optimal performance.

6. COPYRIGHT AND LEGAL COMPLIANCE:

The Client is ultimately responsible for any copyright claims or legal issues related to the website, including GDPR, POPIA, or any other claims. The Designer is indemnified against any claims that may arise.

7. USE OF CONTENT:

The Client understands that the Designer cannot use copyrighted materials without proper authorization. The Client is liable for any claims related to the content on the website and acknowledges the Designer's

commitment to using licensed or royalty-free content.

8. PLATFORM AND MAINTENANCE:

The Designer uses the WordPress platform and third-party software. Updates are required for smooth website functioning. The Client must subscribe to a retainer website maintenance service package monthly or yearly. Failure to pay for maintenance may affect website functionality, and the Designer cannot be held liable.

9. TERMINATION:

Either party may terminate this Agreement with written notice if the other party breaches any material term of this Agreement.

10. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of South Africa.

12. COMMUNICATION CHANNELS:

Communication between the Parties will primarily occur through WhatsApp and email. All official project-related discussions, feedback, and documentation will be exchanged through these channels.

13. CHANGES AND REVISIONS:

The Client is entitled to request up to 2 rounds of revisions without incurring additional charges. Beyond this limit, extra revisions will be subject to additional charges. Any additional features or modifications not originally specified in the Scope of Work will be quoted separately.

14. DELIVERABLES AND ACCEPTANCE:

The Client will consider the project deliverables accepted if the website meets the requirements outlined in the Scope of Work and functions similarly to a previously agreed-upon project. Acceptance criteria include the website's visual similarity, functionality, and reasonable loading time.

15. OWNERSHIP OF INTELLECTUAL PROPERTY:

The Client owns the website design, but the Designer is granted an exclusive, lifetime license to use the site for marketing purposes. This includes featuring the project on the Designer's

website, social media, and printed materials. The Designer may create links to the website for inclusion in their showreel/portfolio, even if the Client discontinues using the site.

16. NON-REFUNDABLE DEPOSIT:

Once the deposit has been paid, it is considered non-refundable if the Designer fulfills their obligations as outlined in this Agreement.

17. FORCE MAJEURE:

In the event of force majeure, the Designer will make reasonable efforts to comply with the initial agreement. If necessary, the Parties will collaborate to reinstate the project.

18. DISPUTE RESOLUTION:

Disputes will be resolved directly between the Designer and the Client, with a commitment to limit involvement of third parties as much as possible.

19. SUBCONTRACTING:

The Designer is permitted to subcontract third parties to assist with the design or development of the website. Any additional services beyond the initial Scope of Work will be quoted separately.

20. LIMITATION OF LIABILITY:

The Designer is not liable for damages due to downtime or incorrect information. The Client is ultimately responsible for ensuring the accuracy of all provided information.

21. NON-SOLICITATION:

The Client agrees not to engage or solicit any employees of the Designer outside the company for a period of one year after the completion of the project.

22. ENTIRE AGREEMENT:

This Agreement, along with any attached exhibits, constitutes the entire understanding between the Parties. Any modifications or amendments must be made in writing and signed by both Parties to be considered valid.

IN WITNESS WHEREOF, the Parties hereto have executed this Website Design Service Agreement as of the Effective Date.

DO BRAND ENGINEERS PTY LTD.

[Authorized Signatory] _____

[Date] _____

[CLIENT'S NAME] _____

[Authorized Signatory] _____

[Date] _____