

Date
FOR OFFICE USE

CONTRACT

Agent Code
FOR OFFICE USE

AGENCY DETAILS

Company Name _____ Reg No.: _____
 Surname _____ First Name: _____
 ID Number _____ VAT Number: _____
 Business Address _____
 _____ Post Code: _____
 Tel () _____ Fax () _____ Cell _____
 Email _____ Website _____

PRODUCT DETAILS

Up Front Costs

Service	Rate	Qty	Cost
VAT:			
Total Up Front Costs:			

Monthly Costs

Service	Rate	Qty	Monthly Cost
VAT:			
Total Monthly Debit Order:			

DEBIT ORDER AUTHORITY

I hereby authorize SAHometraders and/or any authorized representative thereof to arrange for a debit order on my account for the amount of..... commencing on the day of I hereby acknowledge that unless one month written notice is given by myself to SAHometraders, that the agreement shall continue on a monthly basis until such notice is given.

Account Holder _____ Bank _____
 Branch Name _____ Branch Code _____
 Account No. _____ Type of Account Cheque Savings

Dated and signed In on this day of200.....

Sign _____ Name _____

The terms of this agreement form an integral part of this agreement. By signing this agreement the client undertakes that they have read and understood these terms. This agreement is invalid until all due fees have been paid in full.

Terms and Conditions

THIS AGREEMENT is between SAHometraders and the individual or company branch as listed on the reverse hereof, applying for online advertising services, the CLIENT (or CLIENTS). It is hereby acknowledged that the subscription is branch specific, and without written notice from SAHometraders to suggest otherwise, shall be limited to the branch mentioned under Client Details. The CLIENT agrees that the act of submitting his subscription form online is in lieu of his/her signature.

PROVISION OF SERVICES: SAHometraders agrees to provide online property advertising and related services to the CLIENT, subject to the following terms and conditions.

CONTENT LIABILITY AND INDEMNIFICATION: The CLIENT acknowledges that SAHometraders does not regulate or take any responsibility for the content of the CLIENT's pages or for the security of the CLIENT's password. The CLIENT warrants that it has all rights necessary to lawfully submit any information or materials that it is uploading or transmitting to SAHometraders, including all intellectual property rights. The CLIENT agrees to indemnify SAHometraders against actions brought by a third party as a result of such material or information, or as a result of the CLIENT's use in any way of the Services provided by SAHometraders.

CONTRACT TERMINATION: In the event that SAHometraders at any time reasonably believes that the CLIENT is in breach of any of the terms and conditions contained in this agreement or is using SAHometraders services in an unacceptable manner, then SAHometraders may immediately terminate this agreement without liability. The CLIENT shall be responsible for the entire amount of the most recent statement and any excess usage charges at the time of termination. Should the CLIENT cancel the service, then the CLIENT is liable for the balance of the contract value, which shall be immediately payable in lieu of liquidated damages. The CLIENT may terminate this contract at any time by giving SAHometraders no less than 30 days written notification. Such written notification must be sent by either FAX, registered mail or E-mai. A cancellation will only be effected upon the CLIENT settling the outstanding account via debit order or via cash deposit.

WARRANTIES AND GUARANTEES: SAHometraders makes no warranties or guarantees of any kind, whether express or implied, for the services to be provided hereunder. THE CLIENT agrees that SAHometraders shall not be liable for any losses or damages of any kind to the CLIENT or the CLIENT's Customer, including, but not limited to, those that may result from service interruption delays or non-deliveries.

BILLING POLICY: Accounts 30 days past due may be subject to cancellation without notification which may result in deletion of all of the CLIENT's files, including email, backups, database content and image files. All overdue accounts shall be charged interest on a monthly compounding basis. SAHometraders does not issue invoices or statements as normal practice. The SARS is happy to accept claims against debit order deductions. Invoices will be issued upon request. Any fees relating to extra services ordered by the CLIENT may be deducted by debit order or credit card when it becomes due. SAHometraders only accepts monthly payments made via debit order or credit card.

PAYMENT VIA DEBIT ORDER: THE CLIENT agrees that submission of bank account information to SAHometraders constitutes authorisation by the CLIENT for SAHometraders to debit the specified bank account for all fees owed by the CLIENT to SAHometraders. The debit orders normally run on the 1st day of each month. (This may vary depending on public holidays and weekends.) The first time the debit order runs, it will normally include a pro-rata advertising fee if applicable. The debit order system closes on the last day of each month. All updates should reach us by the 25th of each month. The CLIENT is responsible for all bank fees, penalties or levies that are as a result of the use of a debit order. This includes any fees the bank may charge the CLIENT as a result of the CLIENT having insufficient funds at the time the debit order is presented. Should a debit order be returned due to insufficient funds being available, SAHometraders shall be entitled to charge a collection fee of R50 plus VAT for the collection of outstanding fees.

As stipulated in the debit order, it is hereby agreed that this contract shall continue on a monthly basis unless one month's written notice is received by SAHometraders. SAHometraders shall be permitted but not obliged to escalate the subscription and hosting fee by a figure not exceeding 10 percent per annum.

ADMINISTRATION FEE: SAHometraders will charge an administration fee for all declined credit card transactions, all returned debit orders and all returned cheques irrelevant of the reason for the debit order or cheque being returned or the credit card being declined. The administration fee is currently R50 plus VAT. The administration fee is subject to change without notice.

CREDIT: No credit will be passed in any form. No credit will be passed for inactive or unused advertising accounts.

SUSPENSION AND UNSUSPENSIONS OF ACCOUNTS: The CLIENT's services will be suspended due to a debit order, credit card or cheque payment being returned or declined. No notice will be issued of SAHometraders intent to suspend a site. SAHometraders will not be held responsible for any damages, losses or claims as a result of a site being suspended. Accounts will not be unsuspended over weekends. Unsuspensions may take one or more working days. The CLIENT is still charged the advertising fee, even while the site is suspended.

CLIENT SUPPORT: The CLIENT is entitled to email support free of charge. The CLIENT will be billed at SAHometraders standard hourly rate for all support provided for updating the clients database. The CLIENT will be billed at SAHometraders standard hourly rate for all support provided due issues not related directly to SAHometraders such as the CLIENT's Internet access, PC set-up, software related issues, etc.

THE CLIENT'S DATA: SAHometraders shall make a reasonable effort to protect and backup data for the CLIENT on a regular basis. SAHometraders is not responsible nor liable for the CLIENT's files. SAHometraders makes no warranties regarding its ability to recover any lost file, regardless of how or why the file was lost. THE CLIENT is solely responsible for their independent backup of data stored on SAHometraders server and website. SAHometraders does not backup mail. SAHometraders will not be held responsible for the age of the data on the backup. The data's age could vary in age from one to thirty days. SAHometraders is not responsible for the transfer of files from an existing service provider to SAHometraders servers when the CLIENT transfers hosting providers. No new mail will be delivered to a mail-box if the size of your mail-box exceeds 20 Megabytes of information

DATA RECOVERY AND ADDITIONAL SERVICES: The CLIENT will be charged at SAHometraders standard hourly fee for the recovery of data or the installation of, or re-installation of components or custom components including CGI scripts and FrontPage Server extensions. The fee will be added to the CLIENT's debit order deduction or it may alternatively be paid for via credit card. SAHometraders will not guarantee that data can be retrieved for the backup copies.

SITES CONTAINING ADULT CONTENT: The definition of "ADULT CONTENT" is at the sole discretion of SAHometraders. SAHometraders reserves the right to terminate hosting agreements should the client be found to be hosting content of an adult nature.

VIRUS SCANNING OF WEBSITE: SAHometraders does not offer ANY GUARANTEES as to the effectiveness of this service and will not be held liable for any damage the CLIENT may suffer as a result of receiving a virus. Virus protection remains the CLIENT's responsibility.

ACCOUNT ALTERATIONS: A downgrade fee will be levied on all account downgrades. The downgrading fee becomes payable on accounts that are downgraded in the first year after registration. No fee is normally levied on upgrades.

CONFIDENTIAL ACCOUNT INFORMATION: The CLIENT hereby gives SAHometraders permission to: Perform a credit check on the CLIENT's credit profile with one or more of the registered Credit Bureaus when assessing the CLIENT's application for services Monitor the CLIENT's payment behaviour by researching their profile at one or more of the Credit Bureaus. Use new information and data obtained from Credit Bureau in respect of the CLIENT's future service applications. Record the existence of the CLIENT's account with the Credit Bureau. Record and transmit details of how the CLIENT has performed, and how the account is conducted by the CLIENT in meeting their obligations on the account.

COMPANIES AND CLOSED CORPORATIONS: In the event of the CLIENT being Company or a Closed Corporation, then the directors or members do hereby bind themselves jointly and severally as surety and co-principal debtor unto and in the favour of SAHometraders for the value of the account in favour of the CLIENT.

AMENDMENTS TO THESE TERMS AND CONDITIONS: These Terms and Conditions may be updated from time to time. SAHometraders will notify the CLIENT of any updates by presenting the CLIENT with an alert on the SAHometraders website that describes the changes. Those changes will go into effect thirty (30) days after the alert is first posted. The CLIENT's continued use of SAHometraders services signifies the CLIENT's acceptance of the changes. These Terms and Conditions will always be available to the CLIENT on this page. All objections to alterations of the Terms and Conditions should reach SAHometraders via registered post not later than forty five (45) days after the notification has been posted on the SAHometraders website. The CLIENT is responsible for visiting SAHometraders website on a monthly basis, so that the CLIENT may be made aware of any notices posted in this regards.

LITIGATION AND ATTORNEY'S FEES: In the event of any dispute arising out of or relating to this agreement, such dispute shall be resolved in WYNBERG, CAPE TOWN, South Africa and the prevailing party in any such dispute shall be entitled to reasonable costs, including collection costs and attorney's fees.

ENTIRE AGREEMENT: This represents the complete agreement and understanding between SAHometraders and the CLIENT with respect to the subject matter herein. In the event that any term or provision of this agreement is held by a court to be unenforceable, then the remaining provisions shall remain in full force and effect

ACCEPTANCE OF TERMS: Use of SAHometraders services constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.