

# Terms and Conditions

## TERMS & CONDITIONS

HDL DEVELOPMENTS AS AT 1 JUNE 2025

### PRIVACY POLICY

HDL Developments will at all times endeavour to keep your details secure and private.

### GENERAL

- **Formal quotes:** are valid for 30 days, but prices are subject to change should our supplier's prices change.
- **Third party costs:** We only provide estimates for third parties pricing and obviously do not take responsibility for their increases or changing business models.
- **Yearly increases:** We reserve the right to increase our pricing as we see fit after the first year's pricing of a quote.  
Late payment from clients may necessitate a labor administration fee of R350.
- **Deposits:** are non-refundable.
- **International payment:** is at current exchange-rate of the day of transfer. Bank charges and any commissions are for client account.
- **Form web-pages:** do not include validation unless specifically stated.
- **Ownership:** All generated work by HDL is the property of HDL until final payment received.
- **Overdue amounts:** could incur a 10% interest fee per month on outstanding balance.
- **Missed deadlines:** Whilst every effort is made to deliver said product on time, HDL cannot be held liable for any

losses incurred as a result of the late delivery.

- **Media supplied:** Any print or CD-replication will require a 100% deposit due to the low mark-up nature of the product.
- **Content:** All content (pictures/logos/video/sound and text etc.) must be provided in a digital format by client.
- **Manual data entry:** Entering of information, summarizing etc. is a separate charge.
- **Backups kept:** A backup of the initially developed web-site including art files and web-pages are kept on our system for a reasonable period of time (minimum 1 years).
- **Focused quotes:** Please remember that items not specifically quoted, for are not deliverable.
- **Terms and Conditions Modification:** HDL reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Service, at any time. Please check our web-site and download a copy with the released date.
- **Customer:** Are responsible for regularly reviewing any updates to this Agreement.

## OWNERSHIP

- **General propriety:** Please note that our 'proprietary system' means that we own the code that generates and displays the web-site (server-side as well as client-side).
- **Reselling:** Should you wish someone else to host our system/apps they must purchase 1 original source code license at our prevalent rate and agree not to resell our proprietary system.
- **Traversing servers:** Please note, due to the complexity of the server-environment we cannot guarantee that code is transportable across hosts.
- **CMS (WordPress and others):** Any products provided by HDL

assume that the product is the property of HDL till balance of payment is made. Once paid, all files and the database for the CMS will be made available via links.

## HOSTING

- **Security:** We cannot be held liable for the security of third-party code, however all reasonable measures are taken, for e.g. we insist on SSL (https) to protect vital login details.
- **Spam:** We will not moderate the comments sections of client's sites. Plugins like Akismet can help with that.
- **Host choice:** We only offer hosting services with our preferred host. Should you provide a host, you need to consult with them re management details like domain names, https, logins, backups and databases.

## WEBSITE HOSTING PLANS

Please see items related to our Website Packages.

- **Price quoted (\*):** is a deposit amount. The deposit indicated is 30% of the 'Full Value' of the website. Should you wish to move to another host ('Buy Out'), the balance of ('Full Value' – deposit paid) would need to be settled, we would then provide all files, database and support files we have to the new hosting service via downloadable links for 30 days.
- **Monthly payment:** Each monthly payment effectively pays off part of the difference of the full value of plan less the deposit paid. All plans are paid-off within 60 months. Once the time period is over there is no 'Buy-out' required. Should you the client wish to terminate before this, there is no risk nor cost for termination to you (i.e. no contractual obligation i.t.o. monies owed to us).
- **Content:** All content (.doc/.docx text pages, spreadsheets, images, logos, pdf's, videos, links, blog

content) must be provided before we start production. Please note that from the moment of deposit to production you have 30 days to provide this to us; beyond this we need to charge under 'Pre-paid Voucher Hours'.

- **Upgradability:** Plans can be upgraded for more functionality, merely pay the deposit difference and monthlies as per the new plan chosen.
- **Contract:** There is no sign-up contract required on the plan system for the monthlies, we take a risk with you. Our business model is to provide great service and retain you as valued client .

**PS:** Should the monthlies not be paid for more than 4 months in a row we reserve the right to terminate website plan and a new plan would need to be re-started should you wish to commence with us further.

- **Backups:** Please note that whilst we endeavor to backup as stated, we cannot be held liable for losses as a result of any major problems arising from lost backups (unless a written 'Service Level' is in place). All backup files last for a 2 month rotation. Client must please manually request download links for their own database peace of mind.
- **Client peace of mind:** We will provide an export of products and their details as well as images in downloadable links should they be requested on occasion. More than one per month requires voucher hours.
- **Monthlies payments:** Besides any free hosting periods, hosting payment is pre-paid. Failure to receive payment could necessitate us stopping hosting of the site until payment is received.
- **Third party payments:** We transfer the terms and conditions as we get them from our suppliers. We cannot be held liable for third party costs. Many 'Add-on Modules' provide updates for 1 year and as a result please assume the modules are re-payable annually unless otherwise stated.

- Simple Webpage (Package): Assumes client will provide content within 30 days to complete website. A choice of 1 of 3 templates is provided for development. 1 Web page. 1 Contact form with max 12 fields is created. A Slider on the Home page with 5 slides is provided. A Static Google map is provided for. Requires a basic hosting package 10GB on Elitehost. Your domain needs to migrate to Elitehost for this package. This is done at no cost. Should you require a domain please choose on during the process and we will set it up for you on Elitehost. Add-ons/Plugins are a separate cost once-off and possible yearly. We charge 10% admin fee for 3rd party plugins and renewals.
- Standard Website(Package): Assumes client will provide content within 30 days to complete website. A choice of 1 of 30 templates is provided for development. 5 Web pages. 1 Contact form with max 12 fields is created. A Slider on the Home page with 5 slides is provided. A Static Google map is provided for. Requires a basic hosting package 10GB on Elitehost. Your domain needs to migrate to Elitehost for this package. This is done at no cost. Should you require a domain please choose on during the process and we will set it up for you on Elitehost. Add-ons/Plugins are a separate cost once-off and possible yearly. We charge 10% admin fee for 3rd party plugins and renewals.
- E-Commerce Website(Package): Assumes client will provide content within 30 days to complete website. A choice of 1 of 50 templates is provided for development. 5 Web pages. 1 Contact form with max 12 fields is created. We help you load first 15 products, thereafter you can add your own or we assist under Pre-Paid Voucher hours. A Slider on the Home page with 5 slides is provided. An API Google map is provided for. Requires a business hosting package 20GB on Elitehost. Your domain needs to migrate to Elitehost for this package. This is done at no cost.

Should you require a domain please choose on during the process and we will set it up for you on Elitehost. Client must sign up for Payfast (we will assist) to so we may connect the Payment Gateway to your website. Add-ons/Plugins are a separate cost once-off and possible yearly. We charge 10% admin fee for 3rd party plugins and renewals.

- **Enterprise Website(Package):** Assumes client will provide content within 30 days to complete website. A choice of 1 of 50 templates is provided for development. 5 Web pages. 1 Contact form with max 12 fields is created. We help you load first 50 products, thereafter you can add your own or we assist under Pre-Paid Voucher hours. A Slider on the Home page with 5 slides is provided. An API Google map is provided for. Requires a business hosting package 20GB on Elitehost. Your domain needs to migrate to Elitehost for this package. This is done at no cost.

Should you require a domain please choose on during the process and we will set it up for you on Elitehost. Client must sign up for Payfast (we will assist) to so we may connect the Payment Gateway to your website.

[WooCommerce Memberships \(click here to read more\)](#)

initial price is included in this offering. Client will need to pay the yearlies. Add-ons/Plugins are a separate cost once-off and possible yearly. We charge 10% admin fee for 3rd party plugins and renewals.

- **Extended hours support:** available via 'Service Level Packages'.
- **Additional work:** See our 'Pre-paid Voucher Hours Packages'. You merely choose a number of hours and pay for them. We then will undertake any work you need done whilst the minutes/hours are deducted from this total. A timesheet is available on request to ensure you are getting great value.
- **Periodic updates to the theme and its plugins:** are to be anticipated by client and labor is provided under our

'Pre-paid Voucher Hours Packages'.

- **Third Party Plugins (once-off and renewals):** We invoice the amount +10% to cover our costs at the prevailing Rand/Dollar exchange rate.  
Please note that the client needs to settle this amount with us before we purchase from the third party plugin developer.
- **Website lifespan:** Please note that this is a WordPress system, running a premium theme as well as other plugins. It is assumed the theme is maintained for 5 Years before a theme replacement may be required. It should be assumed that a re-deposit amount (inflation adjusted) may be payable at that time.
- **Periodic third party licenses/updates renewal (e.g. Add-on modules):** are billable to client and are not included in monthly hosting.
- **Hosting Up-time:** Provided by quality 3rd-parties chosen by HDL: We rely on the up-time of these 3rd-parties. Up-time cannot be guaranteed without a dedicated server. Should this be a requirement, this falls beyond the scope of our Website Hosting Plans system and a separate quote should be requested by the client.
- **Other:** Please read all other SECTIONS on this document.

## **VARIANCES (MOVING GOALPOSTS)**

- **Site-map:** We strongly suggest that you work with us to create a site map before commencement of the web-site.
- **Time frame:** Please note that strict adherence to our time frame is essential to save costs and keep project focus.
- **Variances:** on jobs beyond 15% of the job time will be separately invoiceable.
- **Delivery:** HDL cannot be held liable for being unable to provide a product as quoted; at best a partial refund will be considered on the job, after costs have been deducted.

- **Training:** Should training be quoted for, unless otherwise stated, it is assumed to be within 25 km of Johannesburg or Durban. Extra mileage is billable at R 6.50 per km – payable up front.

## **E-COMMERCE**

- **Responsiveness:** Mobile vertical and full-screen styled responsiveness only – additional considerations are SQ.
- **Maximum variances:** Assume 150 per base product.
- **Content:** We require all text, images, logos and product images within timeframe as quote. Beyond this would incur a variance charge.
- **Default currency:** only one currency is catered for in the system. South-African Rand (R).
- **Total products/Products** = Base/Parent product + Variance products.
- **Payment Gateways:** The setup time from HDL is included in our e-commerce quotation for Payfast S.A only. Other payment gateways are a separate quote. Any international telephone calls are for your account.
- **Backups:** As a general rule we only provide backups should it be verbosely stated.
- **Sales via HDL gateways:** Should we process items on your behalf through our payment gateway, we charge an additional 5% per sale on top of the payment gateway and credit card fees. Should a refund to your client occur we charge for our labour and all third party fees will not be returned.

## **THIRD PARTIES (HARDWARE & SOFTWARE)**

- **Third-party products:** HDL does not take responsibility for installed third-party products.
- **Losses due to services down:** Should we utilize any third-party services, we cannot be held liable for lack of service delivery or losses as a result thereof.

- **DRM:** HDL does not take responsibility for copyright or other issues on any media (including images, video and audio) provided by the customer (or any other related party).
- **External vendors:** must be paid separately unless otherwise indicated.
- **Social media/SEO Campaigns:** We require payment up-front before the start of each calendar month to in turn operate the various 3rd party accounts. Failure to do so could compromise our efforts.

## **DESIGN & CONTENT & MEETINGS & MISCELLANEOUS**

- **A web-page:** is a destination of a single URL (result of a response from a Web-Server or from a JavaScript function.)
- **Content:** All content supplied for any project must be provided in digital format ; that is we can cut and paste and not require the use of OCR software or typists for textually based content. The content is a mixture of type and other elements; usually images, but it can include tables of information, video, links to other media and dynamic animations (Flash or JavaScript widgets.)
- **Web-page size:** the content is measured at ~600 words or less and ~10 images or less. Please assume an A4 page with 14 point type and/or 10 images as maximum content amount for 1 web-page.
- **Content:** We require all text, images, logos and product images within the time frame as quoted. Beyond this would incur a variance charge.
- **Material provided to us:** It is strongly advised that all potential content be shared with us prior to a final quotation. Please contact us about a more focused quotation should you have complex or copious content.
- **Media (within content as well as the layout) is presumed**

**to be supplied:** clip-art and stock-photography.

- **Stock images etc.:** Should you require it, we can purchase or create custom images and media, but this quotation does not cover these (unless otherwise stated in the breakdown above.)
- **Web-compliance standards:** Web-pages are coded with modern standards – older browsers (pre 2010) are not expected to display the content in the same way as your desired layout design. No functionality or actual content will be missing, however there is an engineered degradation of appearance on browsers that do not meet the modern standard. Internet Explorer 6 is one such old browser.
- **Menu:** Menus are flexible enough to contain multiple levels of links (maximum 3) and it will be styled to fit your design, however it is not infinitely malleable and may not appear or function as per the design (we find this is the case when non-technical people design the layouts of web-sites.) It will certainly fit its basic task of linking to all the pages required. Any specific menu requirements are bespoke and will require a focused quotation.
- **Logo and Corporate Image design:** Our quotations (unless so stated) do not include the design of either. Should you wish a logo and related graphics to be designed please contact us for a more focused quotation.
- **Source/Design files:** are not included in any development unless otherwise agreed by us in writing.
- **Meetings** in person or via internet are chargeable at a 0.5 rate per hour.
- **Assistance with non-digital** is also provided but at normal rates.

## **PRE-PAID VOUCHER HOURS**

- **Pre-paid Voucher:** is a support tool, not a replacement for a formal quotation. Please refer to the terms and

conditions on the Pre-paid Voucher Hours document supplied by us.

- **Right to decline newly pre-paid hours:** Should HDL not be willing to provide services to a client, we reserve the right to refund payment on any new Pre-Paid Voucher Hours product back to client. This would be done within 14 working days.
- **Non-transferable:** Pre-Paid Voucher Hours are meant to support one website only. i.e. Pre-Paid Voucher Hours are non-transferable to other websites. Should an exception be made this is a separate formal agreement.
- **Lead time activation:** Pre-hours Voucher Hours are available within 2 weeks or less from payment time, at our discretion.

## BANK DETAILS

<b>Account name</b>	HDL Developments
<b>Account number</b>	1067262164
<b>Type of account</b>	Current
<b>Branch name</b>	Ballito
<b>Branch number</b>	13102600
<b>Bank</b>	NEDBANK

**Reference:** Your company name or Order Number  
Please email confirmation to [orders@hdl.co.za](mailto:orders@hdl.co.za)

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