

## Website Development Contract

### Terms & Conditions of development

This Website Development Contract is made and entered into between WineNet (Pty) Ltd - aka wine.co.za; Co Reg 1999/027160/07 and Client

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#### 1. Scope of Work

wine.co.za agrees to design, develop, implement and host a **Wordpress** website for the Client as outlined below:

- a. Development is conditional on the Client having an active Annual Contract (membership) on wine.co.za; ie: Gold, Partner Listing or Token bundle.
- b. A Site Map, along with all Copy & Images (high resolution) to be supplied by the Client.
- c. Website design and layout to be agreed with the Client.
- d. The following data will be dynamically integrated into the FULL SITE only, using our pioneering custom-developed Wordpress widgets: Wine Fact Sheets, News, Events, Photo Albums, Video links, Tourism info (Eat, Sleep, Do,Taste pages)
- e. Testing and debugging.
- f. Deployment and launch.

#### 2. Timeline

##### a. Draft & Preview

wine.co.za will complete the first phase of the development within approximately 3 weeks from the commencement date should all Website Collateral (site map, copy, images etc) be available. Any delays caused by the Client's failure to provide necessary Website Collateral or approvals may extend this timeline and may incur further costs.

##### b. Revisions & Changes

- i. The Client is entitled to 2 rounds of revisions. Any additional revisions will incur extra charges.
- ii. Significant changes to the project scope may require a new agreement or additional fees.

#### 3. Development Cost

##### a. FULL SITE

R21 000 ex vat once off (*price valid till end Feb 2027*)

##### Payment Schedule

- 50% upfront upon signing.
- 50% upon completion and approval by Client.
- Any additional work outside the agreed scope will be billed at R995 (ex vat) per hour.

**b. ONE-PAGER SITE**

R5 500 ex vat once off (*price valid till end Feb 2027*)

**Payment Schedule**

- 100% upfront upon signing.
- Any additional work outside the agreed scope will be billed at R995 (ex vat) per hour.

## 4. Hosting

- Hosting Fees: Invoiced annually at R2 200 (ex vat).
- wine.co.za to host the website and will be responsible for all Wordpress updates.

## 5. Maintenance costs of website

- wine.co.za to be responsible for all changes to the website.
- The Client will not have any access to make changes to the site.
- Dynamic data to be updated by our Content Team, which will be integrated into the Client Website - ie Wine Fact Sheets, News, Events, Photo Albums, Video links, Tourism facilities (Eat, Sleep, Do, Taste).
- Cost of these updates are included in the Annual Membership Contracts or Token bundle deal - emailed to updates@wine.co.za.
- Static data & design changes to be charged per hour as required.

## 6. Ownership & Rights

- Upon final payment, the Client will own the rights to the website design and non-dynamic content.
- The Website remains active and hosted by wine.co.za unless the Client terminates the agreement, or the Client no longer has an active Gold, Partner Listing or Token bundle with wine.co.za.
- The dynamic data will be fed through to the Wordpress website only while the Client has an active Gold or Partner Listing, or Token Bundle deal with wine.co.za.

## 7. Confidentiality

- Both parties agree to keep any confidential information received during the course of the project private and not disclose it to third parties.

## 8. Content Responsibility

- The Client is responsible for ensuring that all content provided, including text, images, and multimedia, complies with copyright laws and does not infringe on any third-party rights.
- wine.co.za is not liable for any legal disputes arising from the Client's use of copyrighted or unlicensed content.

## 9. SEO & Performance Guarantees

- wine.co.za does not guarantee specific search engine rankings or website traffic performance. SEO-related improvements may be recommended but are not included as part of this contract unless otherwise agreed upon.

## 10. Termination

- a. Either party may terminate this Agreement during the development phase, with written notice. The Client agrees to compensate the Developer for any work completed up to the termination date.
- b. wine.co.za reserves the right to terminate the website should payments be outstanding for more than 90 days.
- c. Should the Client terminate their Website Maintenance and Hosting with wine.co.za, the Client will be granted Wordpress user access for 14 days to download or move their non-dynamic data and website to a new hosting partner.
- d. wine.co.za can assist to export dynamic data to the Client.
- e. After that the wine.co.za Hosting will be terminated.
- f. The dynamic data will remain published on wine.co.za.

## 11. Liability & Warranty

- a. wine.co.za is not responsible for any losses or damages resulting from the use of the website.
- b. A warranty period of 7 days is provided for bug fixes and minor adjustments after the website has gone live.

## 12. Support & Downtime

- a. wine.co.za will provide reasonable support for hosting and maintenance issues but does not guarantee uninterrupted website uptime.
- b. Scheduled maintenance may be conducted from time to time, with reasonable prior notice provided to the Client.

## 13. Changes in Pricing & Terms

- a. wine.co.za reserves the right to revise hosting and maintenance fees with at least 30 days' written notice to the Client.
- b. Any updates or amendments to this contract must be agreed upon in writing by both parties.

## 14. Governing Law

- a. This Agreement shall be governed by the laws of South Africa.