

Findsabusiness.co.za - Business Information Submission

(This form is also available on www.findsabusiness.co.za/business-information-submission)

Business Name:

Business products and services:

Please email your company Logo and other images to the webmaster@findsabusiness.co.za

Business Description: *(Please use addition pages if you need more space)*

Business Contact Details -

Contact Person:

Telephone Number:

Cellphone Number:

Fax Number:

Email:

Website:

Business Physical Location -

Street:

Suburb:

City/Town:

Province:

Postal Code:

What type of listing do you require?

Free

- A single paragraph that includes a very brief business description and telephone number.

Paid

- Unique URL, Company Logo, Company description, Contact details, Business address, Images, Multiple pages, SEO as far as possible.

Will you require more than one page for your webpage listing?

Yes

No

If yes, how many pages will you require?

Number of additional pages:

Accept the Terms and Conditions

Don't Accept the Terms and Conditions

Terms and Conditions

1. Disclaimer for liability

The client shall have no claim against the Company or the Companies Agents (hereafter refer to as the "Company"), and the client hereby indemnifies and holds the Company free from liability in respect to any loss or damage:

Caused by or arising from any fact or circumstances beyond the reasonable control of the Company; or

- If such loss or damage is consequential or incremental loss or damage; or
- Any down time, interruption in or unavailability of the server or the Company network as a result or attributable to any of the following causes:
 - Software, repairs, maintenance, upgrades, modification, alteration or replacement;
 - System downtime for any reason (including but not limited to service, repairs, routine maintenance, agreed maintenance, environmental maintenance, upgrades, modifications, alterations, replacement or relocation of premises);
 - Any breakdown of whatever nature and howsoever arising in any of the services provided by Telkom (including, but not limited to, line failure) or any International service or remote mail servers;
 - The non-performance or unavailability, of whatever nature and howsoever arising, of external communication networks to which the server or the Company network is connected;
 - Any infringement of the clients rights of privacy and/or any other likely rights (including those of any other person or entity) by any person whomsoever arising from the hosting of the client's website or web page (advert) in terms of this agreement;
 - Any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access however obtained by a third party to the clients information, data or content;
 - The damage, contamination or corruption of any kind of the server or any of the clients data, material, information and/or content howsoever occasioned;
 - The service, repairs, maintenance, upgrades, modification, alterations or replacement of hardware forming part of the server or any faults or defects of whatever nature in the hardware;
 - Any service, repairs, maintenance, modification, alterations, replacements or work of any nature done on the server by any third party;
 - Any inaccuracies in the impression statistics given to the client or in the page counter on the clients website;
- Without limiting the foregoing, as a result of any fact, cause or circumstance whatsoever and howsoever arising if the Company has substantially performed its obligations under this agreement.

The Company reserves the right to take whatever action it deems necessary at any time to preserve the security and reliable operation of the Company network and the client undertakes that it will not do or permit anything to be done which will compromise the security of the Company network.

2. Payment

The Company shall by means of Debit Order collect from the client at the end of every month in respect of the monthly fees and any other fees payable in terms of this agreement and the total invoice shall be payable by the client to the Company on presentation of the debit order.

No set-up fees (if any) paid by the client to the Company in terms of this agreement shall be refundable,

The Company shall be entitled to increase any charges payable by the client on 30 days notice, which may include e-mail notification. In those cases where the relevant application form indicates otherwise, notification shall be made in terms of the application form.

The client shall not be entitled to any setoff, discount, refund or any other credit in respect of any suspension or interruption of/or delay in service.

The provision and costs of development, including HTML coding, design and maintenance are included in the prices set out in the Agreement unless otherwise specified. Should the client fail to pay any amount owing to the Company on due date, the Company shall be entitled, in its discretion and without prejudice to any other rights which it may have to cancel this Agreement without notice to the client, or to suspend performance of its obligations pending full payment by the client.

In the event that the clients payment is stopped, or not met by his/her/its Bank or returned unpaid, the Company shall be entitled to charge the client a processing fee of R100-00 per failed payment.

In addition to the forgoing, the Company shall be entitled to charge interest on the outstanding balance owed by the Client at a rate of 2% per month above the prime bank overdraft rate quoted by ABSA Bank.

3. Commencement, duration and termination

The Agreement shall commence upon acceptance of the application by the Company.

The Agreement is effective for 2 (two) years.

All contracts will continue to run after the initial period of two years until cancelled in writing by the client giving the company 3 (three) calendar months notice.

4. Cession, delegation, assignment or domain name change

The Company shall be entitled to cede, assign, transfer or delegate all or any of its rights or obligations under this Agreement to an affiliate of the Company or, to any third party, or change or alter the domain name.

5. Domicilium

The parties choose domicilium citandi et executandi (domicilium) for the purposes of giving any notice, the payment of any sum, the service of any process and for any other purpose arising from the Agreement at the addresses specified in the application form.

Each of the parties shall be entitled from time to time by written notice to the other to vary his domicilium to any other address within South Africa, which is not a Post Office Box or Post Restante.

6. Maintenance and Repairs

The Company may temporarily suspend its obligations in terms of this Agreement in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of the Company services. Where the circumstances permit, the Company shall use its best endeavours to provide prior notice of any such suspension to the client. The client shall not be entitled to any setoff, discount, refund or other credit in respect of any such suspension of service nor in respect of any suspension which is beyond the Companies control.

7. Breach

If either the Company or the Client breach any term of this Agreement and fails to remedy such breach within 7 (seven) days of the written notice requesting him to do so, then the party not in breach shall be entitled, but not obliged, without prejudice to any rights or remedies which it may have to cancel this Agreement or to claim immediate performance and/or payment by the party in breach.

8. General

This document constitutes the sole record of the Agreement between the parties and no addition, variation or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both parties.

No party shall be bound by any express or implied term, representation, or the like which is not recorded in this Agreement.

No extension of time or indulgence which one party (the grantor) may grant to the other (the grantee) shall constitute a waiver of any of the rights of the Grantor who shall not be precluded from exercising any past or future rights against the Grantee.

I/We,Hereby accept and agree to these terms and conditions.

Signed by:.....

Date:

This document can be faxed to 086 675 3438 or 021 706 0172.
It can also be emailed to webmaster@findsabusiness.co.za
These documents are also available at www.findsabusiness.co.za/business-submission-information