Cell: +27781255564
info@greyswandesigns.co.za

www.greyswandesigns.co.za

SERVICE AGREEMENT

This Service Agreement is entered into and made effective as of the date of signature and receipt of first payment ("Effective Date"), by and between:
Grey Swan Designs (Pty) Ltd, Registration Number: 2019/129658/07, a private company duly registered under the laws of South Africa with its principal contact address being info@greyswandesigns.co.za (hereinafter referred to as the "Service Provider"), and

_____ _____

[CLIENT FULL LEGAL NAME] [COMPANY REGISTRATION NUMBER]

_____ _____

[IDENTIFICATION NUMBER] [CONTACT NUMBER]

_____

[COMPANY EMAIL ADDRESS]

(hereinafter referred to as the "Client").
WHEREAS, the Client wishes to obtain certain digital, design, and online services from the Service Provider;
AND WHEREAS, the Service Provider agrees to provide such services subject to the terms and conditions set forth herein;
NOW THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Service Provider shall deliver the following services as selected by the Client:
[Select the services you wish to sign-up for by ticking the corresponding boxes]

- [x] Web Design and Hosting (Primary Package at R480/month)

Add-on Packages including:

- [ ] Social Media Management - R800/month
- [ ] Online Shop - R500/month
- [ ] Search Engine Optimization - R1250/month
- [ ] Email Newsletter - R800/month

1.2 The Primary Website Package is mandatory for access to any add-on services.

1.3 Services are rendered monthly and payable in advance for a fixed contract term of one (1) calendar year.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the Effective Date and continue for a period of one (1) calendar year.

2.2 Renewal beyond the initial term shall be subject to written agreement between the Parties.

3. PAYMENT TERMS

3.1 Monthly services must be paid via EFT before the first day of each calendar month.

3. PAYMENT TERMS

3.2 The initial payment must be made within 2 business days of signing this agreement, failing which the agreement shall be void.

3.3 Late Payment Penalties: A 10% penalty shall apply if payment is not received by the 1st of the month. One month of non-payment shall constitute a material breach, and all remaining annual fees will become immediately due.

3.4 Once-off services are invoiced separately and payable in full within 7 days of invoice.

4. REVISIONS AND SCOPE CHANGES

4.1 Each design deliverable includes one major revision and two minor changes. Additional changes will be quoted separately.

5. INTELLECTUAL PROPERTY

5.1 All intellectual property and copyright in deliverables remains the property of the Service Provider or its respected third-party service providers unless stated otherwise.

5.2 Unless otherwise requested in writing, the Service Provider may use the Client's designs in its portfolio and promotional materials. In accordance with the POPI Act, the Client consents to Grey Swan Designs sharing public-facing work and basic business contact details on its website, social media, and with potential clients, unless written withdrawal of consent is provided.

6. CLIENT RESPONSIBILITIES

6.1 The Client agrees to provide all necessary materials, content, passwords, and branding elements in a timely manner.

6.2 The Client guarantees that any materials supplied do not violate any copyright, trademark, or intellectual property laws.

6.3 The Service Provider assumes no responsibility for any copyrighted materials received and will proceed with services under the assumption that the Client has obtained lawful permission to utilize such materials.

6.4 The Service Provider shall not be held liable for any delays resulting from the Client's omissions or failures to provide the required information.

7. CONFIDENTIALITY

7.1 Any documents, reports, or recommendations, including those related to SEO, are confidential and may not be shared with any third party without the written consent of the Service Provider.

8. PRIVACY AND POPIA COMPLIANCE

8.1 The Service Provider undertakes to comply fully with the Protection of Personal Information Act, 4 of 2013, and ensures secure and lawful handling of all personal information received.

8.2 Security measures, data storage, and processing shall follow the requirements of the POPIA and any applicable updates or regulations in force in South Africa as of 2025.

9. TERMINATION

9.1 The Client may cancel the agreement within two (2) business days of signing without any liability, provided that payment has not been made.

9.2 Early termination or failure to pay will constitute a material breach, in which case the full remaining contract amount becomes immediately payable. No refunds are offered.

10. LIMITATION OF LIABILITY

10.1 The Service Provider shall not be liable for any indirect, consequential, or special damages, including loss of profits or data.

10.2 The Service Provider's liability shall be capped at the total fees paid by the Client in the preceding 3 months.

10. LIMITATION OF LIABILITY

10.3 The Client agrees to indemnify and hold harmless the Service Provider from any third-party claims arising from the use or misuse of the deliverables.

11. FORCE MAJEURE

11.1 Neither party shall be liable for failure to perform due to events beyond its reasonable control, including but not limited to acts of God, war, pandemics, or government restrictions.

12. SUBCONTRACTING

12.1 The Service Provider reserves the right to use third-party contractors or freelancers as necessary, without prior Client consent, provided the quality of service remains consistent.

13. DISPUTE RESOLUTION

13.1 In the event of a dispute, the Parties shall first attempt to resolve it amicably via written communication.

13.2 If unresolved within 14 days, the dispute shall be submitted to mediation or arbitration in accordance with the Arbitration Foundation of Southern Africa (AFSA).

13.3 Failing resolution, either party may seek recourse through the High Court of South Africa, Western Cape Division.

14. GENERAL

14.1 This Agreement constitutes the full understanding between the parties and supersedes all prior agreements or communications.

14.2 No variation or waiver of any provision shall be valid unless in writing and signed by both parties.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date:

GREY SWAN DESIGNS (PTY) LTD

[SIGNATURE OF DIRECTOR] [DATE]

[CLIENT SIGNATURE] [DATE]