

# Terms

Quotation is subject to the following terms and conditions:

1. Delivery will be made within 14 days following UDesign Networks receipt of payment.
2. Home and business service at [www.udesignnetworks.co.za/internet/](http://www.udesignnetworks.co.za/internet/) apply to this service order agreement.

A.

01 - MRC (Monthly Recurring Charge) shall be due and payable monthly in advance, starting from Service Handover Date.

02 - NRC (Non Recurring Charge) shall be due and payable on Service Order Form signature.

03 - Prices are in South African Rand.

04 - Prices shown exclude 15% VAT, which is applicable in South Africa and any other applicable taxes or duties.

## Payment, Pricing, and Tax

UDesign Networks will provide an invoice when the services have been provided.

Payment of invoices must be made on or before the due date of the invoice.

Late payments will be subject to a daily interest charge of 5% of the amount still owed.

In the case of a termination of this Agreement when the agreed services have been partially completed, the customer will be liable to pay UDesign Networks for services provided up to the point of Agreement termination unless there has been a breach of the agreement by UDesign Networks.

Any money referred to in this Agreement is in South African Rands unless specified otherwise.

# Termination

1. If any of the following events occur in respect to one party, the other party may terminate the agreement at their sole discretion with prior written notice:

- One party voluntarily petitions or is involuntarily petitioned for bankruptcy; becomes insolvent, proposes liquidation, recapitalization, dissolution or reorganization; a receiver is assigned to take property, and this is not dismissed within 30 days.
- A material breach of this agreement is not resolved within 30 days after the details of the breach have been given with written notice.

2. The customer may terminate the agreement by providing a written cancellation to [helpdesk@udesignpty.com](mailto:helpdesk@udesignpty.com) of 1 calendar months' notice after the initial agreement term.

3. Either party shall be entitled to terminate this agreement by providing the other party with one hundred and twenty (120) days' prior written notice to that effect and must be sent on a company letter head to [zngxoxo@udesignpty.com](mailto:zngxoxo@udesignpty.com)

4. Early Termination for whatever reason will incur an early termination penalty cancellation fee to the value of two month's recurring fees of the cancelled service over and above the notice period fees.

5. In case of termination, the customer agrees to discontinue using the Service and return any property provided by UDesign Networks within 7 days after the service is terminated, failing which, UDesign Networks will invoice the customer for all hardware and it will become payable and due upon receipt of the invoice.

# **FORCE MAJEURE**

Force Majeure refers to any act beyond the reasonable control of either party, including but not limited to acts of God, fires, and war.

In the case of events of Force Majeure interfering with the completion of this Agreement, neither party shall be held responsible by the other.

If either party's agreed obligations are restricted by Force Majeure, the affected party must take reasonable action to fulfil their obligations. The other party must continue to fulfil their own agreed obligations.

# **CANCELLATION**

I/we agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel

the Agreement. I/we also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our

account (paid) in terms of this authority and mandate if such amounts were legally owing to you.