



WE DEVELOP A MARKETING CULTURE

OPTIONS - INFORMATION PAGES

Select town
 Franschhoek / Giyani / Haenertsburg / Hermanus / Hoedspruit / Louis Trichardt / Mbombela /
 Mokopane / Mookgopong / Oudtshoorn / Phalaborwa / Polokwane / Potchefstroom / Somerset
 West / Soweto / Stellenbosch / Tzaneen

Categorized Information page

Once off setup fee	Monthly	Annual	Payment method	Total due
R 220.00	R 220.00	R 2640.00	Debit order	
			Credit card/ online	
			EFT	
Total				

Top 5 category member

Once off setup fee	Monthly	Annual	Payment method	Total due
R 220.00	R 450.00	R 5400.00	Debit order	
			Credit card/ online	
			EFT	
Total				

Listing category block

Once off setup fee	Monthly	Annual	Payment method	Total due
R 220.00	R 550.00	R 6600.00	Debit order	
			Credit card/ online	
			EFT	
Total				

Front page ad

Once off setup fee	Monthly		Annual		Payment method		Total due
R 220.00	R 750.00		R 9000.00		Debit order		
					Credit card/ online		
					EFT		
Total							

Top of events page

Once off setup fee	Monthly		Annual		Payment method		Total due
R 220.00	R 550.00		R 6600.00		Debit order		
					Credit card/ online		
					EFT		
Total							

Top slider ad

Once off setup fee	Monthly		Annual		Payment method		Total due
R 220.00	R 1500.00		R 18 000.00		Debit order		
					Credit card / online		
					EFT		
Total							

Ad- on to your info information page

	Monthly		Annual		Payment method		Total due
Discount voucher	R 50.00		R 600.00				
Video	R 50.00		R 600.00		Debit order		
Featured products – linked to online shop on client's website	R 150.00		R 1800.00		Credit card/online		
Booking facility / Nightsbridge link to client's website	R 150.00		R 1800.00		EFT		
Total							

iINFO Information page Client subscription contract

Client Information

Business Trading name	
Statutory name	
Co Reg number	
VAT number	
Physical address	
Postal address	
Contact person	
Email	
Mobile	
Land line	
Website	
Note:	

Representative Information

Name & Surname	
ID	
Mobile	
Email	
Physical address	
Postal address	

Debit order authorization / Client account information

Account name	
Bank	
Branch	
Account number	
Savings / current / credit	

I/We hereby instruct and authorize Info Trust, Reg.no 48/2009 to draw against my / our above-mentioned bank account, all amounts due and payable in terms of this agreement.

Debit order is effective from: _____

DIRECT PAYMENTS CAN BE PAID INTO: Info Trust, Nedbank, Cheques account no: 1468137409, Branch: 141949

The signatory hereby warrants and agrees that:

- 1 He/she is duly authorized to sign this agreement for the duration agreed on in this contract
- 2 That he/she read and understands the contents and terms and conditions of this agreement
- 3 That he/she agrees that there are no misunderstandings or misinterpretations regarding the contents of this agreement as being explained by the agency or representative of the agency (Agency refers IINFO)

Signed at _____ on the _____ day of _____ 20 _____

Full name: _____

Signature: _____

Witness 1: _____

Witness 2: _____

ADMINISTRATIVE

iINFO Representative _____

Notes _____

Terms & Conditions

1) In this agreement the following words and phrases shall have the following meanings:

- 1.1 **“Subscriber”** shall mean the company or person whose have been completed and whose signature and the principal place of business appear on page 1 (one) of this agreement.
- 1.2 **“Agency”** shall mean Info Trust. A trust with registration number IT48 2009 duly registered with its principal place of business at Peace Street 19, Tzaneen.
- 1.3 **“The Service”** shall mean “Contract Duration” shall mean the initial period of duration of the agreement as set out on page one of this agreement and which period shall be calculated as from the date on which this agreement is signed by both parties.

2) MONTHLY SUBSCRIPTION FEE AND COMMENCEMENT

- 2.1 The Subscriber shall pay the monthly Subscription fee as per the agreement
- 2.2 The monthly subscription fee shall be subject to a 10% increase per annum or such percentage calculated with the reference to the Consumer Price Index (CPI) whichever is the higher
- 2.3 It is hereby agreed that the withdrawals will be made by debit order by the Agency. The Subscriber will be liable for any bank charges should this debit order not be paid.
- 2.4 The submission of advertising information, before the first date of debit order, remains the sole responsibility of the advertiser

3) CONTRACT DURATION AND TERMINATION

- 3.1 This contract commences on the signature date and shall endure for the contract duration period as set out on page 1 (one) of this agreement (the initial period). Subject to the provisions of clause 7 (seven), the parties shall not be entitled to cancel the agreement by way of notice during the initial period.
- 3.2 After the expiry of the initial period the agreement shall automatically continue to be of full force and effect, but the Subscriber shall have the right to terminate the agreement with 1 (one) calendar month written notice to the Agency, such notice shall be sent by registered post and addressed to the Agency's principle place of business.

4) AGENCY'S OBLIGATIONS

The Agency shall

- 4.1 ensure that the information of the Subscriber is listed on the relevant and/or selected site
- 4.2 market the website

5) COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Subscriber acknowledges that advertising materials and creative properties, including copies used in advertising in terms of this agreement are the sole property of the Agency.
- 5.2 Future copyright and other rights in all advertising materials created in terms of this agreement including material used in the production of advertising shall be the sole property of the Agency
- 5.3 The parties agree that except for the Subscriber's right to use the website and link as advertising tool, the Subscriber shall not acquire any intellectual property rights pertaining to the website or advertising materials.

6) GENERAL

- 6.1 The Agency shall guard against losses to the Subscriber as a result of its third-party contractors failing properly to meet their commitments. However, the Agency shall not be held responsible for the failure of third parties especially where the failure is beyond the control of and not due to the negligence of the Agency.
- 6.2 In the event that the Subscriber gives the Agency oral instructions, it is the responsibility of the Subscriber to confirm such instructions in writing, by fax or electronic mail before the Agency acts upon such instructions.
- 6.3 The Subscriber acknowledges that it does not acquire any rights, privileges, obligations, or control over the website and that all intellectual property and other rights, privileges, obligations and control over the website with the Agency as lessee thereof
- 6.4 The Subscriber will not be entitled to any refunds in respect of any payments made in terms of this agreement

7) TERMINATION OF AGREEMENT

- 7.1 Notwithstanding the provisions under clause 3 (three) the Agency shall be entitled to withdraw the listing with immediate effect by giving written notice thereof to the Subscriber in the event of the Subscriber failing to make payment of the monthly subscription fee on due date.
- 7.2 Apart from the provisions of clause 7.1 (seven point 1) and in respect of any other form of material breach of the agreement, either party shall be entitled immediately to terminate this agreement in the event of:
- 7.3 The breach by the other party of any material terms and conditions of this agreement and failing to remedy the breach within 7 (seven) days of the receipt of a written notice delivered by hand or by courier service calling upon the party in breach to remedy the breach complained of in that time period.
- 7.4 The other party being placed under sequestration, in liquidation, whether provisionally or finally or being placed under judicial management.

8) CESSION AND DELEGATION

- 8.1 The Subscriber shall not cede any of his/her/its rights nor delegate any of his/her/its obligations in terms of this agreement without the prior written consent of the Agency.
- 8.2 The Agency shall be entitled to cede and to transfer to any third party as its absolute discretion all or any of its rights under this Agreement including its rights as lessee of the link and shall at its sole and absolute discretion be entitled to delegate all or any of its obligations under this agreement to any third party.

9) JURISDICTION

- 9.1 The Subscriber consent to the jurisdiction of the Magistrates Court to adjudicate any dispute or claim which may arise between the parties by virtue of the provisions of this agreement and performance in terms thereof.

10) EXCLUSION OF OTHER TERMS AND CONDITIONS

- 10.1 This agreement replaces all negotiations, arrangements, whether oral or in writing, as well as any other communication between the parties which preceded the conclusion of this agreement.
- 10.2 No alteration or variation of this agreement shall be of any force or affect unless it is recorded in writing and signed by or on behalf of both parties.

11) NOTICES

- 11.1 The parties as their respective domicile citandi et executandi for the purpose of legal proceedings and for the purposes of giving or sending any notice preceded for or necessary in terms of this agreement, the addresses referred to in this agreement or such other address or telefax number as may be substituted by notice given as required. Each of the parties will be entitled from time to time to vary its domicile by written notice to any other address within the Republic of South Africa.
- 11.2 Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by telefax, or sent by email
- 11.3 **Any notice may be:**
- 11.3.1 given by fax in which event it shall be deemed to have been received at the time of transmission; or
- 11.3.2 hand delivered by one party to the other during normal business hours in which event it shall be deemed to have been received when delivered: or
- 11.3.3 sent by prepaid registered post by one party to the other in which event it shall be deemed to have been received by the addressee 5 (five) days after date of posting; or
- 11.3.4 Send by email by one party to the other in which event it shall be deemed to have been received when the sender receives confirmation of receipt of the email
- 11.4 Notwithstanding anything to the contrary herein contained, a written notice or other communication received by a party shall be adequate written notice or communication to it notwithstanding that the notice was not sent or delivered to its chosen address.

Final contractual agreement

I _____ ID _____
hereby agree that I have read and accept the terms and conditions of
this contract:

Signed at _____ on the
_____ day of _____ 20 _____

Full name: _____

Signature: _____

Witness 1: _____

Witness 2: _____