



HANDMADE CONNECTIONS

(REG NO. CK99/42188/23) (VAT NO. 4630183954)

Please complete the following application form in its entirety, initial on the bottom of each page, sign and fax it to our offices at (086) 509 0943.

As the application form is a legal and binding contract/document it is important that all information be supplied correctly, and that you take note of and agree to the terms and conditions.

Hand Made Connections reserves the right to do a credit check.

66 Victoria Street, George
P O Box 10420, George, 6530
Tel: (044) 874-2586, Fax: (086) 509 0943
Web: www.gardenroute.com
E-mail: accounts@gardenroute.com | admin@gardenroute.com



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DOMAIN REGISTRATION / TRANSFER FORM

1. Complete domain name: **www.**
.co.za/com/org.za/org/info/net/ etc. (please specify which)

2. ORGANISATION NAME and DETAILS and **VAT REG. NO.** (very important)

.....

It is necessary to provide details of a person who carries the responsibility for administrative and policy matters of the organization of (2c).

(Postal address, delimited by comma's, on a single line please) (Phone and Fax numbers in International form - ie +27 (44) 403-5353)

a. Name (last, first):

b. Title/position:

c. Postal Address: **P O Box**

d. Physical Address:

.....

e. Phone **+27** **Cell:**

f. Fax Number: **+27**

g. Existing Email address:@.....

The organization specified in section 2 above warrants that the information provided is correct and that the person signing on behalf of the organization warrants that he/she has the required authority to do so.

Signed at this day of

Signature:

Name (block capitals)

HOSTING:

Please indicate type of service required.

Domain to be reserved until further notice:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Domain to be hosted:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
No. of Mailboxes required:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

EMAIL:

If mailboxes/aliases are required please supply Hand Made with the required email address/es as well as preferred passwords: e.g. Email: info@domainname.co.za, password: pita21

Required Email Address:	Preferred Password:
.....
.....
.....
.....
.....

PAYMENT METHODS:

Please choose one of the following payment methods:

6 months hosting payable in advance less 5%:	<input type="checkbox"/>
12 months hosting payable in advance less 10%:	<input type="checkbox"/>
Monthly debit order (form attached):	<input type="checkbox"/>

Completed forms can be faxed to 086 509 0943.

Original forms can also be found at <http://www.gardenroute.com> under 'about us' and 'pricing'.

Terms and conditions:

1. *Registration of a domain will only be done when Hand Made Connections is in possession of abovementioned form with a valid Name and Signature on.*
2. *Once the registration form is received an invoice will be issued for the necessary registration fee. Registration of requested domain/s will commence on receipt of payment.*
3. *One of the abovementioned payment methods must be selected.*
4. *Invoicing for hosting/email will only commence once the requested service is activated.*



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BANK DEBIT ORDER INSTRUCTION/CREDIT CARD AUTHORITY

Name (Debtor) : _____ Co. VAT Reg. No.: _____
Address : _____ Date : _____
_____ Account No. (url) : _____
_____ Debit Amount : _____

Dear Sirs/Madams

The details of my/our account are as follows:

BANK :	_____	CARDHOLDERS NAME :	_____
BRANCH TOWN :	_____	CARD NUMBER :	_____
BRANCH NO. :	_____	EXPIRY DATE :	_____
ACCOUNT NAME. :	_____	CVV NUMBER :	_____
ACCOUNT NO.:	_____		(three digit number on back of card)
TYPE OF A/C :	_____	CARD TYPE :	_____
	<i>(savings, current, transmission)</i>		<i>(master card, visa)</i>

I/we hereby request and authorize you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the sum of _____ (state amount in words) **or any variable amount pertaining to this agreement**, on the first working day of each month. This being the amount necessary for the settlement of the monthly due to you in respect of our purchases/contract/agreement dated ____/____/____.

All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

I/we the undersigned, "instruct" and authorize your agent Netcash (Pty) Ltd, to draw against my/our account. I/we understand that if bank details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement.

I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you.

Assignment:

I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights to any third party without my/our written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party

Signed _____ on this _____ day of _____ 20

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Terms and conditions

These are the only terms and conditions under which we are willing to provide services to you. By clicking on your acceptance of these terms you agree to be bound by them.

We are: HandMade Connections cc
Registered in South Africa.

Our address is:
66 Victoria Street
George
South Africa

Our e-mail address is: helpdesk@handmade.co.za

Our telephone number is: 044 874 2586 (8am – 9pm Mon – Fri).

You are: Anyone who pays us for our services.

The Terms and Conditions:

1 Basis of contract

1.1 Subject to the terms set out in this document and to your compliance with our Acceptable Use Policy ([AUP](#)) we agree to provide to you some or all of the services described on our web site (the Services) at the prices we charge from time to time, such prices also being stated on our web site. We now refer to the prices of services we sell to you as the Price.

1.2 The information on our Web site is to be treated in law as an invitation to you to make an offer, and not itself an offer. Accordingly, there is no contract between us until we have accepted you as a client or customer by confirmation by letter or e-mail.

1.3 We are free to refuse your order or to offer to supply you at a different price or under different conditions.

1.4 This document forms the basis of the contract between us automatically upon our acceptance.

2 Identification of the Service

You acknowledge that:

2.1 You buy as a business and not as a consumer;

2.2 you understand exactly what is included in the Service/s;

2.3 you are satisfied that the Service/s are suitable and satisfactory for your requirements;

2.4 in entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Price and the Service/s given on our web site.

3 Price increase

The Price is set out on our web site. We may increase our prices at any time. We will give you 1 months notice of any increase by email.

4 Payment and Value Added Tax (VAT)

4.1 All invoices issued are C.O.D.

4.2 Cost against rejected debit orders, returned cheques or rejected credit card charges will be added to the Account Holder's account.

4.3 You agree to pay the Price monthly for the Service/s, together with VAT at the then current rate.

4.4 We have 3 methods of payment:

- Debit Order (signed debit order form necessary)
- 6 months in advance (Less 5%)*
- 12 months in advance (Less 10%)*

* Discount ONLY applies if funds are received before the due date.

Any other method of payment assumes you accept responsibility to ensure cleared funds are in our account by the due date.

Accounts in arrears will be suspended and a reconnection fee of R285.00 applied.

4.3 New orders must be paid via EFT before the Service/s will be activated.

5 Late payment surcharge

5.1 You acknowledge that if any payment for renewal of an agreement is not received in our bank by the first day of each month we may suspend the Service/s and / or cancel this agreement.

5.2 We may choose not to cancel the agreement if you make an additional payment to us to cover the disruption caused by your late payment.

This payment is:

if you have not paid by the 8th day of the month, the additional payment is R15;

if you have not paid by the 9th day of the month, the additional payment is R30;

if you have not paid by the 10th day of the month, the additional payment is R50;

if you have not paid by the 11th day of the month, your account will be suspended and services will be discontinued.

5.3 If your account is closed by us because you have not made a payment when due or because you have for any reason failed to give us notice of cancellation you agree to pay us:

all of the Price for Service/s to the end of the month of cancellation, whenever that is;

the Price for one additional month to compensate us for your failure to give notice;
and you agree that these terms are reasonable.

6 Termination

6.1 This agreement terminates upon either of us giving the other one calendar month's notice in writing addressed by post to the last known land address or by email to the last known email address of the other of us. For this and all purposes in connection with this agreement, our addresses are as at the head of this document.

6.2 If your cancellation is to be effective, you must give us full information to enable us to identify:

who you are and

that you have proper authority to cancel, and

the Service you wish us to cancel.

6.3 The agreement may also terminate when we terminate it, without notice, on account of your failure to comply with these terms or the AUP.

7 Money refund

You are not entitled to a refund of any fees paid to us:

7.1 if you terminate this agreement earlier than the contracted date, or

7.2 if we terminate this agreement because you have failed to comply with our AUP.

8 Interruption to services

8.1 If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.

8.2 You acknowledge that the Services may also be interrupted for many reasons beyond our control.

8.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

9 Transfer of Domain names

If we have to transfer your domain name from another web hosting service to ourselves, you understand that:

we will charge for this service where applicable and

the transfer may take from 5 to 60 days.

10 Technical support

We will provide technical support within the areas of our expertise 24 hours a day for seven days a week, except during public holidays. We do not guarantee to provide any particular support nor that the support we provide will be adequate for your requirements. Support will consist in maintenance of the functioning of your server or ours so that your Service is live as nearly as possible continuously.

11 SPAM and Unsolicited Commercial Email (UCE)

You agree that you will not:

use or permit others to use our network to transmit UCE;

publish or permit publication of, sites or information that is advertised by UCE from other networks. You agree that if you do so, we may terminate the Services.

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited.

A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

It is contrary to HandMade Connections cc's policy for customers to use our servers to effect or participate in any of the following activities:

- To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a HandMade Connections cc provided server, or using a HandMade Connections cc provided server as a maildrop for responses;
- To falsify user information provided to HandMade Connections cc or to other users of the service in connection with use of a HandMade Connections cc service.
- When HandMade Connections cc becomes aware of an alleged violation, HandMade Connections cc will initiate an investigation (within 24-48 hours). During the investigation HandMade Connections cc may restrict Customer's access in order to prevent further possible unauthorized activity.
- If the Customer is found in violation of our SPAM policy, HandMade Connections cc may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, HandMade Connections cc reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offence, HandMade Connections cc will notify the appropriate law enforcement department of such violation.
- HandMade Connections cc does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

The Customer shall be held liable for any and all costs incurred by HandMade Connections cc as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of R 1500 and the customer's account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of R5000 and immediate termination of the customer's account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than R1500 per hour that HandMade Connections cc personnel must spend to investigate any violations.

12 Intellectual property ownership

1. 12.1 Our use of any Intellectual property belonging to us or to any third party as part of the Services shall not operate to transfer any right to you permanently.

12.2 If we assign to you an Internet Protocol address the right to use that Internet Protocol address shall belong only to us.

12.3 We reserve the right to change or remove any Internet Protocol number in our sole discretion.

13 Bandwidth and Disk Usage:

13.1 You agree that bandwidth and disk usage shall not exceed the data usage per month for the Service/s ordered by you.

13.2 If your usage exceeds the contractually ordered amount we may in our discretion:
Increase the Price to the minimum price currently charged by us for the usage you have used;

or

If in our opinion your usage puts at risk the continued service provision to other customers, we may require you to upgrade to an alternate service; or

we may terminate service to you.

We shall give you 7 days notice of our intentions.

14 Confidentiality

We are both aware that in the course of business, we will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, and/or any and all other proprietary information belonging to the other relating to his business or businesses and/or related affairs, all of which information (written, oral or otherwise) is or may be confidential. Accordingly, you and we now undertake for us and every employee or sub-contractor whose services we may use both during and after completion of the Agreement:

14.1 That neither we nor they will divulge to any person whatever or otherwise make use of (and shall use their best endeavors to prevent the publication or disclosure of) any trade secret or confidential information.

14.2 That both of us shall make all of them aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance with these provisions.

15 System and Network Security:

15.1 You agree that you will not, and you will not allow any other person to, violate or attempt to violate any aspect of the security of our systems.

15.2 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

15.3 Examples of violations are:

accessing data unlawfully or without consent;

attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;

attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";

forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

taking any action in order to obtain services to which you are not entitled.

16 Privacy policy exception

You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.

17 No duty to monitor

We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility through our AUP or otherwise to monitor or police Internet-related activities.

18 Violation of AUP

18.1 You agree at all times to comply with our AUP.

18.2 If in our absolute discretion we think that you have violated our AUP, we shall notify you of this by email. We may suspend service to you pending further investigation.

18.3 If within 12 months of the first violation, you commit a second violation whether in a similar or different way then we will terminate part or all of the Services without notice.

18.4 In any case we may suspend all the Services without notice if we reasonably believe the circumstances justify this to protect others or ourselves or to comply with any law. In making the decision to suspend we are not obliged to consider the cost or damage to you that may be caused by suspension of the Services to you.

18.5 Money will not be refunded to you in respect of any period during which Services are suspended.

19 Your contact details

You undertake to provide to us your current land address, email address, fax and telephone numbers as often as they are changed.

20 Limitation of liability

20.1 We give no warranty in connection with the Service/s.

20.2 We do not represent that the Service/s are suitable for your use.

20.3 You have not relied on us as "experts" in any area.

20.4 You agree that in entering into this agreement you have not relied on any representation or other information except the list of services and the prices posted on our web site.

20.5 We accept no responsibility for:

any malfunction in hardware provided by you;

any firewall provision not specified in the Services;

any malfunction in any software whether provided by you or by us;

any aspect whatever of the content of your web site.

20.6 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 1 month period.

20.7 (for the avoidance of doubt) we shall not be liable to you for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of your incurring it.

20.8 We make regular backups to recover from a natural or human induced disaster. However, this is not a substitute for your own backup system. We do not guarantee that it will be possible to restore information that has been deleted or damaged, and we charge a fee to restore information that has been deleted or damaged due to customer error. For these reasons, you agree to maintain your own copy of all your data stored on our servers (including files and database contents), and you agree that we are not liable for any loss of data if you fail to maintain your own copy.

21 Comply with Acceptable Use Policy

You agree to comply with the acceptable use policy set out from time to time on our web site or as notified to you from time to time by email.

22 You indemnify us

You agree to indemnify us against all costs claims and expense arising directly or indirectly from:

your failure to comply with the law of any country;

the posting by you of any content on your web site;

a breach of the intellectual property rights of any person;

the posting by any third party with or without your knowledge of any material on your web site;

any action taken or omitted by any third party in relation to your web site;

any use of your web site for a purpose forbidden by this agreement;

and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at R350 per hour without further proof.

23 Force majeure

Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including fire, natural disaster, war or military hostilities and strikes of its own employees, and in such a situation:

23.1 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

23.2 If a default due to force majeure continues for more than 6 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.

24 Successors to the agreement

24.1 The benefit and obligations of this agreement shall be binding on any successor in title.

24.2 Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other.

25 Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Customer and the Web

Writers then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

26 Waiver

Failure by us to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

27 Jurisdiction

This Contract shall be interpreted according to the Laws of South Africa and the parties agree to submit to the exclusive jurisdiction of the South African courts.