

Website build — agreement

Between Daniel Slater, trading as **Leachie**, of Cape Town, South Africa ("Leachie", "we", "us") **and** **[CLIENT NAME]** of **[CLIENT ADDRESS]** ("you").

Version 2.0 · [DATE]

This is written to be read, not to be impressive. If any sentence here is unclear, ask — a term you did not understand is not a term we want to rely on.

1. What we are building

[PROJECT DESCRIPTION — e.g. a five-page website for X, replacing the existing site at Y]

The pages, features and content are listed in **[SCOPE DOCUMENT / the quote dated ...]**, which forms part of this agreement. Anything not listed there is not included — see §4.

2. What it costs

[TOTAL], made up of **[BREAKDOWN]**. That is the full price for the work in §1, including every cost and fee. No VAT is charged and this is not a tax invoice, because Leachie is not VAT-registered.

3. When you pay

Half up front, half on completion. The deposit books your slot and work starts once it is received. The balance is due when the site is finished and approved by you, before it goes live on your domain.

Payment by EFT or card, invoices due within seven days.

If an invoice is unpaid we raise it with you directly before anything else happens. We do not add interest, and **we do not take a live site down over money.**

Starting straight away. An agreement for services concluded electronically normally carries a right to cancel, without reason and without penalty, within seven days of the agreement being made. That right falls away if the work begins with your consent inside those seven days — which is the trade-off for your project starting now instead of a week from now. Either choice is fine and neither costs you anything.

Begin work immediately: ☐ yes, begin now ☐ no, wait out the seven days · signed _____
· date _____

4. Changes

Websites change shape while they are being built, and that is normal. Small adjustments as we go are part of the work and are not charged for.

Anything that adds to §1 — a new page, a new feature, a change of direction after something is built — is **quoted to you in writing first, at R1 000 per hour, and only started once you say yes**. You will never receive an invoice for work you did not agree to.

5. What we need from you

Content (text, photographs, logos), the access needed to put the site on your domain, and answers to questions within a reasonable time. **If we are waiting on you, the timeline moves** — that is not a penalty, just arithmetic. If we are waiting on you for more than **[30 days]** we may invoice for the work done so far and pause until you are ready.

6. How long it takes

The scope document in §1 sets out when we expect to deliver, and **that agreed timeline is what applies**, in place of any shorter default period the law would otherwise read in. If we are going to miss an agreed date, we tell you before it passes rather than after.

We show you the site on a private preview address before it goes live. You get **[two rounds]** of revisions on the finished build as part of the price; further rounds are hourly under §4. If you have neither approved nor asked for changes within **[10 business days]** of being shown the finished site, we treat it as approved so the project can close.

7. Who owns what

7.1 — On full payment the site becomes yours, and this clause is what transfers it. Leachie hereby **assigns** to you all copyright in the website built for you under §1 — its design, layout, the text and images we made for you, and the code as delivered — that assignment taking effect the moment full payment of all amounts due is received. It covers work that does not yet exist on the date below as well as work that does. No further document is needed: this agreement, signed by Leachie, **is** the assignment.

7.2 — Until then you have a licence to review. Before full payment you may use what we deliver only to review and approve it. That licence ends if this agreement is cancelled before completion.

7.3 — Our toolbox stays ours, and your right to use it is permanent. We build on reusable components, templates and tooling of our own that we use for every client. Those are not part of what transfers under 7.1. You get a **permanent, irrevocable licence, at no further cost**, to keep using them as part of your site — including if someone else maintains or rebuilds it later, and including if you sell the business the site belongs to. In plain terms: **the site is yours, the toolbox is ours, and your site keeps working forever either way**.

7.4 — And if the law says you wrote the code. South African law treats the author of software as whoever controlled its making, which on a hands-on project can be the client rather than the developer. So neither of us has to argue about it: to whatever extent you own, or come to own, copyright in the software, you grant Leachie a **permanent, irrevocable, non-exclusive licence** to reuse the general

techniques, patterns and components involved in other work. That gives us no right to your content, your brand, or your site as a whole.

7.5 — Credit, and your freedom to change things. The law gives an author certain rights that cannot be handed over, including the right to be identified as the author. We keep those, and we will not use them to get in your way: we consent now to you, or anyone you appoint, changing, adding to or rebuilding the site however you like.

7.6 — Your content is yours and always was. Your text, your photographs, your logo and your brand never belong to us at any point.

7.7 — Material licensed from other people. Some fonts, photographs, video or music may be licensed rather than owned, and rights we never had are rights we cannot pass to you. **On delivery we give you a written list** of anything of that kind and what its licence permits, so you know what you may and may not do with it. Material *you* supply is covered by the box in §9.

7.8 — Showing the work. We would like to show your project as an example of ours. That needs your permission, which is a separate document and entirely your choice; it is not a condition of this agreement. Where a discount is given in exchange for those rights, that trade is recorded in writing separately.

8. Your domain, your accounts, your visitors' information

Your domain stays registered in your name, and so does every account the site depends on — hosting, database, payments, analytics. We take only the access we need, as a user on your account. Anything of yours we hold, we hold because you asked us to, and you can have it back on request.

We keep your contact and billing details to do the work and to invoice you, and nothing more. Our privacy notice explains it in full.

Where your site collects information about **other people** — an enquiry, a booking, a customer account — you decide what happens to it and we act only on your instructions. We will keep it secure with measures appropriate to the risk, never use it for anything of our own, tell you **immediately** if we have reason to believe someone unauthorised has reached it, and hand it back or delete it — your choice — when we are done. We keep it confidential indefinitely, including after this agreement ends. POPIA calls you the responsible party and us the operator, and **it requires you to have this in writing with us**, so this paragraph is here as much for your compliance as for ours.

Where it is stored. Your site and its data sit with reputable providers who host outside South Africa — Cloudflare, and where your site has a content editor or a database, Supabase. Payments, where relevant, go through Paystack in South Africa. We will not move your data to another provider without telling you first.

Where your site is built so enquiries go **straight to you** and never through our systems, that is deliberate, and it is the safest arrangement for both of us.

9. What we promise, and what we do not

We will do this work with reasonable skill and care, and we will fix anything that turns out to be broken in what we built, free, for **[60 days]** after the site goes live.

We do not promise a website will never be unreachable, and we do not promise any particular result from it — no traffic figure, no ranking on Google, no number of enquiries. Anyone who promises those is guessing.

We are not responsible for things outside the site itself: your domain registrar, your email provider, a third-party service the site connects to, or a change made by someone else after delivery. If something you or a third party changed goes wrong we will help, as paid work under §4, quoted first.

Please read this box before you accept or pay. It limits what we are liable for, and it asks something of you. Initial here: _____

Our liability is capped. If we get something wrong through ordinary carelessness and it costs you money, what you can claim from us is limited to the total you have paid us for this project. We are not liable for indirect losses such as lost profit or lost business.

What that cap does not cover. It does not apply to gross negligence, to anything done dishonestly, or to anything the law does not permit us to limit. Your rights under the Consumer Protection Act — including your right to services of the quality you are entitled to expect — stand whatever this agreement says.

Material you give us. When you send us text, photographs, a logo, video or fonts, you are confirming you have the right to use them. If a rights-holder pursues us because that turns out not to be so, that cost is yours rather than ours. If you are unsure about any asset, tell us and we will check it or replace it — free, and far cheaper than the alternative.

10. Stopping early

You may cancel at any time. You pay for the work done up to that point and we hand over what exists. Your deposit covers work already done rather than being a forfeit — if the work done is worth less than the deposit, the difference comes back to you.

We may cancel if an invoice stays unpaid after we have asked, or if the work becomes something we cannot do properly. You then get everything completed and paid for, and any money received for work not yet done is returned.

Either way you get your things back. Within seven days of the end we hand over the files, your content and any export you ask for, in a usable form, and we remove our access to your accounts.

11. The boring bits

This agreement and the scope document in §1 are what we have agreed. If something important was said in a conversation or an email and is not written here, tell us and we will add it in writing — we are not asking you to pretend those conversations did not happen. Any change needs to be in writing, and an email is writing.

South African law applies. If something goes wrong between us we talk about it first, properly. That does not take away your right to go to the National Consumer Commission, a consumer court or an ordinary court — those stay open to you whatever we agree here.

Accepting this **by email is enough on your side**: a reply saying you accept it, quoting this version and date, has the same effect as a signature. **Leachie signs this document itself**, because the copyright assignment in §7.1 only takes effect if it is signed by the party giving the copyright up. You get a copy of the signed agreement at no charge.

You confirm you have had a fair chance to read this, to ask about anything in it, and to take your own advice on it before agreeing.

Signed for Leachie — Daniel Slater t/a Leachie

Signature _____ · Date _____

Accepted by [CLIENT NAME] — by signing here, or by email reply accepting Version 2.0 dated [DATE]

Signature _____ · Date _____

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