You agree to access and use this site entirely at your own risk. Please read the Exclusion of Liability clauses below.

**Choice of law**

This website is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute.

**Accuracy of information**

While every effort is made to ensure that the information provided on this website is current and accurate, you should not assume that this is always the case, and should consult other sources before making any decision to act on this information.

**Your privacy**

We respect the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can regularly assess and improve the site, we collect information on the number of visits to the site, pages viewed, etc.

**Copyright and use of material**

Turtle Creek retains copyright in the website and all current and future content displayed on the website which is not owned by third parties.

In terms of a limited licence, granted for general use, Turtle Creek grants the user, subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content of the website for your personal, non-commercial and informational purposes only.

In addition, Turtle Creek grants you permission to copy and distribute information from the website for non-commercial purposes, provided that: (i) this information has not been sourced from third parties; (ii) you notify the [webmaster](mailto:tom@juslogon.com) of such use; and (iii) SouthAfrica.info is acknowledged as the source by reference to the website address.

This website and its contents may not be reproduced, duplicated, copied, resold or otherwise used for any commercial purpose without the express prior written consent of Turtle Creek.

**Your comments**

We value feedback received from visitors to our site. However, you agree not to transmit any material that is unlawful, harmful, defamatory, abusive, threatening, vulgar or obscene. You remain liable to any third party for your comments, and Turtle Creek is not liable to any third party for the content of your comments.

Please also note that we cannot respond to all feedback we receive.

**External links and advertising**

Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at your own risk.

Wherever third party advertising or promotional material is displayed on this website, this should not be construed as Turtle Creek endorsing or creating any relationship between Turtle Creek and that third party. Reliance on any such material is entirely at your own risk.

**Linking**

Any third party wishing to link to this website from their website must obtain permission from Turtle Creek by directing such request to the [webmaster](mailto:tom@juslogon.com), and permission may be granted on terms and conditions agreed.

**Exclusion of liability**

You expressly agree that the use of this website is entirely at your own risk. The website and all its contents are provided on an "as is" basis, and Turtle Creek makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website. Turtle Creek does not warrant that the website's functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components.

Turtle Creek, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the user, which arises directly or indirectly from reliance of the website and/or its content.

Turtle Creek, its agents or suppliers shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where Turtle Creek is expressly advised thereof.

You will indemnify Turtle Creek, its owners, directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

**Email Disclaimer:**

All Turtle Creek’s e-mail transmissions contain confidential information which is the property of the sender and therefore legally privileged. The information is intended for the use of the addressee only. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of the contents of this e-mail transmission, or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. Should you have received this e-mail in error, please notify us immediately by telephone to arrange for the return of the documents comprising this transmission. In no event will Turtle Creek or the sender of this e-mail be liable to any party for any direct, indirect, special or other consequential damages for any use of this e-mail, or on any other hyper-linked web site, including, without limitation, any lost profits, business interruption, loss of programs or other data on your information-handling system or otherwise, even if we are expressly advised of the possibility of such damages.

**Quote Terms and conditions:**

All quotes and prices are provided E&OE, are subject to change without prior notice, are merely an estimation as to the final costs based on the information at hand, are quoted ex VAT and any other applicable taxes and duties. Delivery charges may apply that are not expressly listed and these charges depend on stock location, delivery location and delivery time frame. The customer accepts that it is their responsibility to obtain these delivery charges in writing prior to delivery commencing. Only written quotes can be seen as "valid" offers and this validity period is only for 7 (Seven) calendar days from the day the quote was generated, If a quote has no date indicated, the date the original document was created will be taken as the date the quote was generated.

A 50% deposit is payable before work commences on any project.

All quotes are subject to our Invoice and payment terms indicated on this page. Only written or electronic confirmation of quotes will be accepted as a valid offer to purchase. It is also accepted by the customer that all quotes need amendment during big project cycles and it is their responsibility to obtain such updated quotes in writing as it commences. Any additions to the original quote agreed upon verbally or in writing between Turtle Creek and the customer will be seen as valid and accepted based on the initial acceptance of the quote by the customer. It is therefore the customer's responsibility to obtain any such costs in writing from Turtle Creek.

The customer accepts that any images of any product supplied might not be accurate and up to date and that it is the customers responsibility to ensure that all quoted items meet all requirements the customer has, prior to accepting the quotation. All prices listed on our website(s) are to be viewed as "quotes" and these terms and conditions therefore apply.

**Invoice and payment terms:**

A 50% deposit is payable on all web based projects. All web services are payable in arrears within 7 days of any invoice therefore being issued and are subject to suspension or cancellation if not fully paid by the due date. All web services are subject to a "30 day" calendar month written cancellation. No cancellation will be accepted if not in a written or electronically written form. Certain web services may be subject to a "set up" fee not indicated in our pricing model and it is the customers responsibility to request such "quotations" in writing.

All hardware, software and physical amenities are payable before delivery with a valid proof of payment required before delivery arrangements will be made. This proof needs to be submitted by email or fax to our accounts department well in advance of the requested delivery date, it is the customers responsibility to request and receive in writing any lead times required in this regard. Certain of these items may require a delivery charge that will be billed according to the specific requirements relating to the item and the delivery thereof. A handling fee will be charged on any returned item that is not deemed as faulty and this handling fee will be a minimum of 10% of the total value of the item involved. It is the customers responsibility to ensure that any quoted or ordered item meets the needs it is intended for. Turtle Creek will take no responsibility for any hardware incorrectly ordered or any items not suitable for the intended need of the customer unless expressly indicated in writing well in advance of its delivery or procurement. Turtle Creek however endeavours to provide as accurate representation of the items specifications and purpose as humanly possible.

Travel is charged at our indicated rates and is payable in arrears within seven days of invoice.

Specialized services may require different payment methods and schemes, it is the customers' responsibility to obtain (in writing) such terms and conditions prior to the services provided.

All labour, including support services and special case web service modifications, is payable in arrears within 7 days of invoicing. It is the customers responsibility to either familiarize him or herself with Turtle Creek’s billing model or to receive an appropriate quotation for any services rendered before any requested labour is performed.

All provided hardware, software and services remain the property of Turtle Creek in whole until such time as the total outstanding amount on any outstanding invoices is paid in full. The customer cannot elect to pay certain sections or invoices first and in certain cases any payment from the customer will be seen as a partial payment on all outstanding invoices at that time. Payments under normal circumstances are however listed against the oldest invoice first.

SLA customers may receive certain extended payment privileges in various regards, including bulk discount, extended hardware terms, extended labour and service terms etc. It is however the customers' responsibility (SLA or otherwise) to obtain any such extended terms from Turtle Creek in writing before such extended terms will come into effect.

Interest will be charged on any outstanding balances (seen as payments not reflecting in Turtle Creek’s bank account) at 2% of the outstanding amount, 5 (five) days after payment was due. We therefore advise customers to make payment well in advance to ensure that the funds reflect in Turtle Creek’s bank account no later than the due date. Payments outstanding for 30 days or more will incur an additional interest of 2% per month (seen as our normal billing cycle month from roughly the 15th to the 15th of the next month), each month for the duration it is outstanding. This interest will be calculated as compound interest and will remain payable in full and seen as part of the invoice amount. All terms and conditions therefore set out above will be associated with these outstanding amounts as if it formed part of the initial invoice.

Should any customer have a query relating to any invoice or part thereof, Turtle Creek will grant an extension of 7 (seven) days on the due data of any invoice in question. It is however the responsibility of the customer to obtain such extension in writing from Turtle Creek. Any invoice query not referred to our accounts department in writing within the first 7 days after the invoice was issued will be seen as an attempt by the customer to delay payment. If no prior written agreement between Turtle Creek and the customer has been obtained by the customer , any outstanding amounts on any of the invoices in question will be handled as per our normal interest terms and conditions as set out herein, whether the query resulted in crediting of the customers' account or not.

No cash or refunds will be provided under any circumstances, credit will however be provided to a specific customer account should it be agreed to in writing by Turtle Creek to do so. Any credits provided will not have a compound or knock on effect to any other action set out in these terms and conditions. The client accepts that any and all services or items were provided and delivered in good order prior to the invoice, service reports will however be provided on request. The customer accepts that should any further action be required to obtain payment for any services or any items rendered by Turtle Creek, that any and all such costs - legal and otherwise - will be for the customers' account.

**Support / Hardware / Service request terms and conditions:**

Any written or electronically written request, acceptance of quote for any hardware / software / physical amenities or service by any existing or potential customer will be seen as a valid "request for service" and the customer may be held liable for any cost incurred in providing this service under our standard rates and terms and conditions. It is the customer’s responsibility to cancel any such requests with Turtle Creek (in writing) before any action is taken or any orders are placed with our suppliers. Any service report, (signed or otherwise) will be seen as valid until such time as it is proven otherwise.