

TERMS & CONDITIONS:

A. Introduction

1. Blackhound Enterprises (Proprietary) Limited owns and runs this website, which can be accessed at www.blackhoundenterprises.com and other connected mobi-sites and software applications (the "Website").
2. With reference to "The ball park estimator" These Website Terms and Conditions ("Terms and Conditions") govern the providing an fee estimation of a dwelling or home, and the use of the Website.
3. Should you require an estimation for Commercial or Industrial works, it is your responsibility to contact us directly as the "ball park estimator" are only applicable to residential projects.
4. Every person who accesses or utilizes this website (hereafter referred to as "you," "your," or "user") is subject to and obligated by these Terms and Conditions. You confirm that you have read and agree to be bound by these Terms and Conditions by using the Website and clicking the "Send" or "Submit" button.
5. The Website enables you to receive an estimation (roughly calculated) of our Professional fees and build estimation of your project.
6. Your information submitted will remain strictly confidential and will not be made public.

B. Important Notice

1. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –
 - may limit the risk or liability of Blackhound Enterprises or a third party; and/or
 - may create risk or liability for the user; and/or
 - may compel the user to indemnify Blackhound Enterprises or a third party; and/or
 - serves as an acknowledgement, by the user, of a fact.
2. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
3. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Blackhound Enterprises to explain it to you before you accept the Terms and Conditions or continue using the Website.
4. Subject to the Terms and Conditions, Blackhound Enterprises hereby authorizes the use of this Website. You have accepted all of the Terms and Conditions by using this website in any form. If you do not agree to the Terms and Conditions, you must not use this website.



5. You confirm that you are at least 18 (eighteen) years old and of full legal age by using the website. You may only use the Website with the participation and supervision of your parent or legal guardian if you are under the age of 18 (eighteen) or if you are not legally able to enter into a binding agreement. The parent or legal guardian who is in charge of you and offers their approval agrees to be bound by these terms and conditions as well as to be liable and responsible for you and all of your responsibilities under them.
6. You acknowledge that by using this website, you are agreeing that the estimated fees provided are merely an approximation and cannot in any way be used against Blackhound Enterprises. Contact Blackhound Enterprises directly at info@blackhoundenterprises.com for a more precise and formal price.
7. You acknowledge that you will not seek to interfere with the correct operation of the Website in any way through the use of any tool, software, or other instrument. Additionally, you acknowledge that without the prior written consent of an authorized Blackhound Enterprises representative, you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute, or modify the Website or the information contained herein (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
8. You may not in any way use the Website and/or the information contained therein without the express prior written authorization of an authorized Blackhound Enterprises representative. This includes displaying, publishing, copying, printing, posting, or otherwise using it.

C. Errors

1. Blackhound Enterprises disclaims responsibility for any inaccurate information found on external websites.

D. Privacy policy

1. We respect your privacy and will take all appropriate steps to protect it.
2. By submitting your information on our website, you give Blackhound Enterprises full rights to archive your information and agree that an authorized Blackhound Enterprises representative may contact you.

E. Changes to these Terms and Conditions

1. Blackhound Enterprises is free to alter any of these terms and conditions whenever it sees fit. It is your duty to review these Terms and Conditions frequently and make sure you are happy with any updates. If you're not happy, you must not, in any other way use, the Website.
2. Any such modification will only be applicable to the way you use this website once it has been posted online. You will be regarded to have agreed to the modified Terms and Conditions if you continue to use the website after they have been posted there.

F. Electronic communications

1. You agree to receive messages from us or any of our divisions, affiliates, or partners electronically when you visit the Website or send us emails in accordance with our privacy policy, which is outlined in item D above.



G. Ownership and copyright

1. The information, data, software, icons, text, graphics, layouts, pictures, logos, trade-marks, designs, and service marks published on or contained in this website (collectively, "Website Content") are all subject to legal protection. Blackhound Enterprises PTY is the owner of the website content (LTD).
2. You won't gain any ownership stake in or rights to the website or its contents.
3. Unless expressly authorized in accordance with these Terms and Conditions or as otherwise permitted by law, use, distribution, or reproduction of the Website Content is forbidden. Contact us at info@blackhoundenterprises.com to request permission to utilize any website content for commercial purposes.

H. Disclaimer

1. You use the website at your own risk and are fully responsible for any risk or loss arising out of such use or from your reliance on any information therein.
2. Unless otherwise required by law, Blackhound Enterprises is not responsible for any injury, loss, or expenditure, whether direct, indirect, or consequential in nature, resulting from your access to or use of the website and/or any of its contents.
3. In addition to the other disclaimers in these Terms and Conditions, Blackhound Enterprises also disclaims any express or implied warranty or representation that the data or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials, or any other data or code that could damage, disrupt, disable, harm, jeopardize, or otherwise interfere in any way with the operation, stability, security, or any other aspect of the Website.
4. Except in cases where such risks result from the willful or grossly negligent conduct of Blackhound Enterprises, its employees, or agents, you accept full responsibility for the risk of such viruses, destructive materials, or other data or code that can corrupt, compromise, jeopardize, disrupt, disable, harm, or otherwise impair in any way the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software. Thus, Blackhound Enterprises expressly disclaims all responsibility for any harm, loss, or liability of any kind resulting from or connected with your use of the Website or access to it.

I. Linking to third party websites

1. Other websites ("Third Party Websites") may be referenced or linked to on this page. These Terms and Conditions do not apply to those Third Party Websites, and Blackhound Enterprises is not liable for the actions, policies, "cookies," or other tracking technologies employed by those Third Party Websites.

J. Availability and termination

1. We will make a reasonable effort to keep the Website accessible, excluding scheduled maintenance windows, but we reserve the right to stop offering the Website or any component of it with or without prior notice to you.
2. With or without prior notice to you, Blackhound Enterprises may, in its sole discretion, terminate, suspend, and modify this Website. You acknowledge that if Blackhound Enterprises chooses to suspend, alter, or end this Website, it will not be held responsible to you.
3. You have the option to quit using the Website at any time, with or without informing Blackhound Enterprises.



K. Governing law and jurisdiction

1. The laws of the Republic of South Africa shall control and be interpreted in line with these Terms and Conditions, our relationship, and/or any dispute originating from or in connection with these Terms and Conditions. By using the Website in the future, you agree to submit to the jurisdiction of the South African courts in relation to any legal actions.
2. You hereby agree to submit to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) in the event that a dispute arises between you and Blackhound Enterprises, despite the fact that the action's or proceedings' monetary damages may otherwise be below the court's monetary jurisdiction's threshold.

Notices

1. Blackhound Enterprises hereby selects Unit 10, 19th Cactus Rd, Fairview, Port Elizabeth, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Blackhound Enterprises may change this address from time to time by updating these Terms and Conditions.
2. Notices must be sent either by hand or email and must be in English. All notices sent –
 - by hand will be deemed to have been received on the date of delivery;
 - by email will be deemed to have been on the date of delivery.

Information

1. For the purposes of getting in contact with Blackhound Enterprises's. Here are the necessary information:
 - Full name: Blackhound Enterprises (Pty) Ltd, a private company registered in South Africa with registration number 2020/784683/07
 - Main business: Architecture, Rendering and Project management.
 - Physical address for receipt of legal service (also postal and street address): Unit 10, 19th Cactus Rd, Fairview, Port Elizabeth, 6070 (marked for attention: Director)
 - Directors: Dewald Potgieter and Hannes Gouws.
 - Phone number: +27 72 418 6867 or +27 72 799 9597
 - Email address: info@blackhoundenterprises.com

General

1. Blackhound Enterprises may, in its sole discretion, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents at any time, for any reason, and without previous written notice.
2. Your rights and duties under these Terms and Conditions cannot be ceded, assigned, or transferred in any other way.
3. Any inability on your or Blackhound Enterprises' behalf to enforce any right under the terms of this agreement shall not be construed as a waiver of that right.



4. The remaining terms and conditions will remain in full force and effect if any term or condition in this agreement is found to be invalid.
5. Unless agreed to in writing and accepted by or on behalf of the parties hereto, no modification, addition, deletion, or agreed cancellation of the Terms and Conditions shall have any validity or effect.
6. No concession, extension of time, relaxation, or latitude granted by one party (the "grantor") to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights, and the grantor shall not be prejudiced or prevented from exercising any of its rights against the grantee that may have arisen in the past or that may do so in the future.
7. Unless expressly stated in this document between the parties, these Terms and Conditions constitute the whole agreement between you and Blackhound Enterprises.
8. Blackhound Enterprises has the full right to amend or tweak the estimation fee provided on the website when conducting an official quote.

Fees excluded from the estimation

1. Submission fees and hard copy prints, if required. (e.g. Council and municipal related fees/Estate/NHBRC)
 2. Other Professional consultancy fees that may be required (e.g. Structural Engineer, Quantity and Site Surveyors, Health & Safety, etc.)
 3. Execution of the works and testing of materials to ensure compliance with drawings and specifications remains the responsibility of the contractor.
 4. Occupation certificate (If the client requires this service, a separate quote will be calculated)
 5. Printing of drawings for site.
-

