



Our Vision



Pioneering tomorrow's business solutions today.



The Information Technology industry provides platforms of unparalleled opportunities for innovative businesses to transform their key processes, enhance productivity and communication, and position themselves for growth.



Working within the industry's sphere, we develop complete business solutions for our clients, establishing their presence in the evermore accessible global market.

Services



Internet

By taking advantage of the full spectrum of **tcd corporate**, **tcd Internet Solution Provider** and **tcdial.co.za** ISP services, we can provide turnkey solutions to utilize both the Internet and your local networks. ISP internet connectivity solutions provided for can be dialup (analog), leased lines, ADSL and Wireless.



Networks

Intranets, local area networks (LAN), wide area networks (WAN), we do management and setup of the above mention services



Services Categories (Sales, Service and Support)

Hardware, Maintenance, Networking, Facilities Management, Consulting, Audits, Project Management, Web Enablement and Management, Network cabling infrastructure, Wireless LAN infrastructure

Software Support

We support a large spectrum of software in-house:-

LINUX, PostgreSQL on Linux, SCO UNIX, UnixWare, HP-UX, IBM AIX, SQL Server, ORACLE, NOVELL Netware, MICROSOFT (Windows Servers & Desktops)

tcdisp develops complete business solutions, using the Internet as a communications tool.

Our Internet services include:

Web site design and consulting, Web hosting and Internet connectivity corporate, registration of Internet and Email sites, Email domain hosting, and leased lines.

tcdial.co.za is an analog dialup facility company for the individual providing analog dialup connections, home ADSL and ISDN. This company also assists the travelling corporate user providing a roaming analog dialup connection driven by a share call line in most parts of South Africa. In addition we provide wireless 3G, HSDPA connectivity for the power users or users that are frequently out of office.

Network Firewalls

We pride ourselves on our in-house developed firewall securing your local area network from the outside world (Internet). This implementation is customized to suit our client's security needs and controls user web site access to eliminate unnecessary sites being visited by internal staff. Added to this system we implement a VPN for traveling users to get a secure connection into the company whilst out of office.

Network Servers

Virus Servers (The implementation of these servers has become a necessity on any corporate network)

Email Servers (For internal and external use, Enterprise Scalix mail server)

Application Server (Used for running accounts applications, database applications, ETC)

Web Servers (WWW server for hosting your company's internet site)

Data Servers (Storing company data centrally, and backing-up of data on a daily basis)

VOIP Switchboards (a switchboard running on networking cable infrastructure using a new technology Voice Over Internet Protocol)



Application Design

We do in-house application design according to our client's specific needs.

Rental Systems

Our current rental systems consist of Firewalling system, Email Servers (SPAM and Virus protection), WEB Servers, VPN Servers, Data Storage and on-site Backup systems.

Our data storage and on-site backup systems are implemented with a RAID facility giving it redundancy built in for more data security against disk failures.

All our Server implementation can be done on Microsoft or a version of Unix/Linux.

Contracts and Conditions

Account Number _____

Secure Your Rate.

The secure your rate contract is an upfront time purchased contract on a per month basis. The more time you purchase the more discounts you receive. Time will be billed monthly, evaluated once every 3 months and carried over or billed. Travel time will be billed against this contract at the same discounted rates.

SYR Contracts (Tick One)		
<input type="checkbox"/> SYRA 20 hour Contract @ R350 per hour		
<input type="checkbox"/> SYRB 40 hour Contract @ R300 per hour		
<input type="checkbox"/> SYRC 60 hour Contract @ R275 per hour		
An Example		<p>This contract is payable monthly. All hours will be checked on a 3 monthly basis and billed accordingly in the 4th month. The contract taken will be billed in the next month at the original contract taken.</p> <p>E.G. SYRA Your allocated hours for the 3 months are 60 Hours. You use 10 Hours in the 1st month 22 hours in the 2nd month and 15 hours in the 3rd month. $10 + 22 + 15 = 47$ $60 - 47 = 13$. Your 4th months invoice will reflect 7 hours. The 5th month will be billed at the full 20 Hours. If you use more than your 60 hours your 4th months invoice will be 20 hours plus the extra hours at the contracted rate.</p>
20 Hour Contract	$(20 * R350-00) = R 7000.00$	
40 Hour Contract	$(40 * R300-00) = R12000.00$	
60 Hour Contract	$(60 * R275-00) = R16500.00$	



Conditions

<ol style="list-style-type: none"> 1. Travel time is based on a: - per onsite call 2. Travel rates are based on local area 3. All Prices Exclusive of VAT 4. Service Rates are increased by 10% in February of each year 5. Contracts are based on a monthly payment for time purchased and are payable in advance 6. Discounts are valued only in their respective categories 7. Contracts run from 25 of a month to 24 on the next month 8. All new hardware must be purchased from tcd IT SOLUTIONS (PTY) LTD 9. Hardware will carry a maximum of 12.5% markup on selected dealer prices 	<ol style="list-style-type: none"> 10. SYR contracts will be evaluated every 3 months. Time will be carried over or billed in the third month. 11. SYR contracts travel time forms part of the discounted time purchased. 12. SYR contracts time invoiced and payable monthly in advance.
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On Behalf of: The Client

Signed at _____ on this day _____ of _____

Company Registered Name _____

Company Registered Address _____

Vat Registration Number _____

Telephone Number _____ Fax Number _____

Signature _____ Capacity _____

On Behalf of: tcd IT SOLUTIONS (Pty) Ltd

Signed at _____ on this day _____ of _____

Company Registered Name **tcd IT Solutions (Pty) Ltd**

Company Registered Address **21 Kruger Avenue Discovery Roodepoort**

Telephone Number **+27 861 115 380** Fax Number **+27 86 681-9698**

Signature _____ Capacity _____



TERMS AND CONDITIONS OF SALE

Account Number _____

- 1 The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and tcd IT SOLUTIONS (PTY) LTD (hereinafter called TCD) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of TCD; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms apply to all servants and subcontractors of TCD.
- 2.1 The Customer acknowledges that it does not rely on any representations made by TCD in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement.
- 2.2 The Customer warrants that neither TCD nor any of its employees will be liable under any circumstances whatsoever for any loss or damage arising out of the use by the Customer of any misrepresentation, material or information referred to in clause 2.1 whether furnished negligently or innocently.
- 2.3 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
- 2.4 The Customer agrees to pay all costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 2.5 TCD reserves the right at its sole discretion to provide alternative goods at the prevailing prices to those ordered by the Customer should such goods be unavailable, superseded, replaced or their manufacture terminated.
- 3.1 All quotations will remain valid for a period of 7 days from the date of the quotation
- 3.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by TCD and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of TCD before acceptance of the order.
- 3.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
- 3.4 The Customer hereby confirms that the goods or services on the Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 3.5 Notwithstanding the provisions of section 1 above, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of agreement and may not be cancelled. Telephonic orders for either goods and/or services placed by the Customer with TCD will be processed but delivery of such order shall be refused until such time as TCD is placed in possession of a written order form.
- 3.6 TCD shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.
- 3.7 TCD shall be entitled to invoice each delivery / performance actually made separately.
- 3.8 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by TCD shall be prima facie proof that delivery of the goods was made to the Customer and are in accordance with the quality and quantity reflected thereon.
- 3.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. TCD may recover insurance premiums from the Customer for such ordered and uninsured goods.



- 3.10 Delivery, installation, commencement and performance times quoted are merely estimates and are not binding on TCD. TCD shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery.
- 3.11 If TCD agrees to engage a third party to transport the goods, TCD is hereby authorised, in its sole discretion, to engage a third party on the Customer's behalf and on the terms deemed fit by TCD.
- 3.12 The Customer indemnifies TCD against any claims that may arise from such agreement in clause 3.11 against TCD.
- 3.13 Repair times and repair costs given are merely estimates and are not binding on TCD; TCD shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and/or delayed repairs.
- 3.14 Any item handed in for repair may be sold by TCD to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 3.15 All goods taken on a demonstration basis by the Customer are deemed sold if not returned within 7 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.
- 3.16 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to TCD.
- 3.17 The Customer shall indemnify TCD against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer.
- 4.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services are guaranteed for a period of 3 months against faulty workmanship and parts are guaranteed according to the Manufacturer's product specific warranties.
- 4.2 Liability under Clause 4.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of TCD.
- 4.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of the alleged breach or defect occurring, given TCD 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.
- 4.4 To be valid, claims must be supported by the original Tax Invoice.
- 4.5 The Customer shall return any defective moveable goods to the premises of TCD at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer. Goods returned for repair shall be subject to a handling charge not exceeding 15% of the total purchase price of such goods as reflected in TCD's Invoice.
- 4.6 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than TCD or should the goods be operated or stored outside the Manufacturer's specifications.
- 4.7 Any item delivered to TCD shall serve as a pledge in favour of TCD for present and past debts and TCD shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in 12.1b The sworn or realised value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.
- 5.1 Under no circumstances shall TCD be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
- 5.2 Under no circumstances shall TCD be liable for any damage arising from any misuse, abuse or neglect of the goods or services. Delivery of the goods or services to the Customer shall take place at the place of business of TCD.
- 6.1 Payment will be made strictly in accordance with the accepted provisions of the credit agreement as it exists between TCD and the Customer. Should no credit agreement exist or should such agreement have been cancelled by TCD and notice to that effect given to the Customer then all purchases are made cash on order.
- 6.2 The risk of payment by cheque through the post rests with the Customer.



- 7.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by TCD, reduced to writing and signed by the Customer and a duly authorised representative of TCD. The Customer is not entitled to set off or deduct any amount due to the Customer by TCD against this debt.
- 7.2 Any discount or rebate offered by TCD shall be forfeited if payment in full is not made on or before the due date.
- 8 The Customer agrees that a certificate signed by any Director of TCD shall be prima facie evidence of the amount due and payable to TCD by the Customer including any interest and costs for the purposes of judgment, including provisional sentence or summary judgment, and of claims against insolvent or deceased estates. Proof of the appointment or authority of the signatory shall not be required in such certificate.
- 9 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the Usury Act on any moneys past due date to TCD and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
- 10.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 7.1 above in the case of a Credit Approved Customer; or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestered or surrenders his estate, or being a partnership, is being dissolved, or being a company or close corporation is placed under a provisional or final order of judicial management or liquidation, or compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if he commits or permits any act that may prejudice the rights of TCD; then in any of these events TCD may in its sole discretion either; (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) cancel the agreement and take possession of any goods delivered to the Customer by giving the Customer written notice to that effect; or (iii) claim damages. Furthermore, TCD shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and TCD. In the event of a breach and without restricting or revoking any other rights TCD may have in law; subject to the maximum costs recoverable in terms of the Magistrates Court Act 32 of 1944 as amended, Attorneys Act 33 of 1979 and Debt Collections Act 114 of 1998. These remedies are without prejudice to any other right TCD may be entitled to in terms of this agreement or in law.
- 10.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 7.1 and all amounts then outstanding shall immediately become due and payable.
- 11.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 11.2 The Customer hereby consents and irrevocably authorises TCD to enter its premises to repossess any goods delivered and indemnifies TCD completely against any damage whatsoever relating to the removal of repossessed goods.
- 11.3 In the event of cancellation TCD is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.
- 12.1 Ownership and dominium in all goods supplied by TCD to the Customer, whether such goods are attached to other property or not, shall remain vested in TCD until such goods have been fully paid for by the Customer.



- 12.2 The Customer is not entitled to remove any goods beyond the borders of the Republic of South Africa or to sell or dispose of any goods unless paid for in full without the prior written consent of TCD. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of TCD in the goods. The Customer shall be liable to TCD for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by TCD in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that TCD may demand.
- 13.1 The Customer shall pay three thousand Rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
- 13.2 The Customer agrees that TCD will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
- 14 The Customer agrees that no indulgence, relaxation, latitude or extension of time whatsoever by TCD will affect the terms of this agreement or any of the rights of TCD and such indulgence shall not constitute a waiver by TCD in respect of any of its rights herein. Under no circumstances will TCD be stopped from exercising any of its rights in terms of this Agreement.
- 15 The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to TCD instituting any proceedings arising out of this contract in the Magistrates Court for the district of Roodepoort otherwise having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. TCD however reserves the right, in its sole discretion, to institute any action arising from this agreement in the High Court of South Africa.
- 16.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; (iv) within 7 days of being sent by surface mail
- 16.2 The Customer chooses its address for legal execution the address as the business address or the physical addresses of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
- 16.3 The Customer undertakes to inform TCD in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this agreement. Upon receipt of such written notification, TCD reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 17 The Customer agrees to the Standard Rates of TCD for any goods or services rendered, which rates may be obtained on request.
- 18 The invalidity of any part of this Agreement shall not affect the validity of any other part.
- 19 Any order is subject to cancellation by TCD due to Acts of God from any cause beyond the control of TCD, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 20 The Customer hereby waives the benefits of the legal exceptions of non numeratae pecuniae, non causa debiti, de errore calculi, de duobus vel pluribus reis debendi, review of accounts and no value received and hereby declares him-self to be fully acquainted with the meaning of this waiver.
- 21 The Customer agrees that TCD will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 19 occur.



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Ansfrere, 1711

Tel: - 086 111-5380
Fax: - 086 681-9698
Email: - info@tcd.co.za
<http://www.tcd.co.za>

- 22 Although the provisions of this agreement are self explanatory, the Customer warrants that he has read and understands the provisions contained herein.
- 23 The signatory warrants that he is the duly authorized representative of the Customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with TCD. This Agreement and its interpretation is subject to South African law and the Customer consents to the requisite jurisdiction of the South African Courts referred to in 16.

On Behalf of: The Client

Signed at _____ on this day _____ of _____

Company Registered Name _____

Company Registered Address _____

Telephone Number _____ Fax Number _____

Signature _____ Capacity _____

On Behalf of: tcd IT SOLUTIONS (Pty) Ltd

Signed at _____ on this day _____ of _____

Company Registered Name **tcd IT Solutions (Pty) Ltd**

Company Registered Address **21 Kruger Avenue Discovery Roodepoort**

Telephone Number **+27 86 111-5380** Fax Number **+27 86 681-9698**

Signature _____ Capacity _____