

Terms & Conditions

1 July 2020

Acceptance

By signing this contract, you accept liability in full for the quote total and any other sums payable pursuant to this contract. You acknowledge that the quote and these terms set out the entire contract between both parties and has not relied on any oral or written representations made to it by you or us. All other terms which could be implied from past transactions, correspondence or previous conduct between both parties are expressly excluded.

Once the deposit amount has been paid in full, you acknowledge that this contract may not be cancelled. If you purport to cancel this contract subsequently in writing or conduct, you agree that you immediately forfeit the deposit and you shall remain liable for the balance of the quote total as compensation to us for the loss of profits incurred due to the resulting production downtime.

We reserve the right to suspend delivery of a service at any time if you breach any of your obligations pursuant to this contract or if we have any doubts whatsoever as to your creditworthiness or your ability to meet your obligations under this contract in full.

Development

When requesting a website to be made by us, you acknowledge responsibility for collecting content and other relevant material required to complete the project and for providing that material to us in a timely manner. It is your responsibility to ensure the material provided, including but not limited to any text, logos or images, are not subject to copyright. We take no responsibility for any issues arising due to using supplied material if it is found to be copyright to a third person or party. Any costs incurred as a result of supplying copyright material, including the cost of removing the material, are your responsibility.

If you fail to deliver material to complete a project when requested, you acknowledge that you may delay the delivery of services and may also result in increased costs being incurred. You agree that any such increased costs shall be charged by us and shall be in addition to the quote total.

During the development of your website, we will provide you with two opportunities to review the appearance and content of the website. These will be deemed to be approved by you, unless you notify us within 5 days of receipt by email. Once approval or deemed approval has been given, any changes requested by you will incur additional charges.

We create websites to display in the latest two versions of the most common browsers. We cannot guarantee your website will render exactly the same in all browsers and additional charges may be applied if you require your site to display perfectly in less common or older browsers.

You acknowledge that you are responsible for complying with all regulations and laws related to ecommerce and agree that we are not responsible for any claim, suit, penalty or tax arising from your misuse of ecommerce.

Should you ask us to connect your website to a third-party application or website, you understand that we have no control over the functionality or content of the third-party application or website and are therefore not responsible for the content or functionality contained therein. Modifications required to your websites to change, update or remove connections to external sources will be charged for at our normal hourly rate.

As part of setting up your website, we will carry out basic search engine optimisation, however, we cannot guarantee the position or inclusion of your website within search engine rankings or results.

Payment

A deposit of 50% of the quote total is due immediately on your acceptance of the quote, unless otherwise agreed on by us. We have no obligation to begin work on the project until the deposit amount has been paid in full. Failure to pay the deposit amount may result in delays in delivery of the service, we will not be held responsible for these delays. Once paid, the deposit amount is non-refundable.

The balance of the quote total (including GST, all disbursements, variations, concept amendments and other additional costs) is payable within 14 days after you have received the completed service, notwithstanding that modifications may still need to be completed. Where a website does not go live at your request or through no fault of ours, the total balance is still required to be paid on the due date.

We reserve the right to invoice a progress payment (a percentage of the remaining balance) for services undertaken, where the project continues on for six weeks or more. All progress payments are bound by the same payment terms as the final balance (as above).

If you fail to pay any amount by its due date, you will incur penalty interest at the rate of 3% compounding per month. Overdue accounts may be referred to a debt collection agency or legal action undertaken in a court of law. All recovery costs, interest, fees and expenses incurred in collection will be added to the account balance.

Ownership

Once the quote total (including GST, all disbursements, variations, concept amendments and other additional costs) has been paid in full, the website becomes your property, however all working files and custom code remains our property. We reserve the right to display any work in our portfolio and, as standard web industry practice, will add a link at the bottom of your website to our website. We reserve the right to reuse some or all of the work on other projects as we see fit without breaching your copyright.

Modifications

Following receipt of the completed services, there shall be a 10 working day inspection period during which it is your responsibility to check for errors, omissions, accuracy of content and performance and notify us in writing of any modifications required. All valid items for modification will be accepted in writing by us and remedied.

Any modification notified to us after the initial 10 working day period shall not be included in the original quote and we shall be entitled to charge at our standard rates for such additional remedial work.

Any modifications requested by you which were not envisaged by the original quote shall be treated as variations to this contract and shall be charged for accordingly. The acceptance of modifications by us shall not entitle the customer to withhold payment of the settlement balance. You agree that we shall not be obliged to remedy such modifications until the balance of the quote price is paid in full.

Hosting, Updates & Maintenance

Ongoing monthly payments for hosting of websites shall be payable monthly or annually in advance by automatic payment. We reserve the right to remove websites from their servers and suspend email accounts if payment is not received.

Whilst every effort is made to ensure that our services are uninterrupted, we cannot guarantee that the functions and services provided by its web servers, mail servers, websites and software will always be uninterrupted, timely, secure or error-free. We will not be held responsible for any losses incurred as a result of server down time.

Your website will be designed and built to operate on servers that support PHP and MySQL. If you wish to host your website with another provider you are required to notify us prior to the commencement of work on the website. We are not responsible for any issues that arise from hosting with another provider and we accept no liability for them.

Cancellation of hosting is required in writing with 30 days' notice. Any paid for but unused hosting is non-refundable.

Our hosting includes one hour per month for 'minor' updates and maintenance. Time is non-accumulative and therefore cannot be carried over from month to month. A 'minor' update is deemed to be changes to text and images on existing pages and does not cover specialist graphic design work or programming, addition of extra pages or design changes. If time used exceeds one hour, time will be charged at \$100 + GST per hour with a minimum fee of \$50 + GST (half hour).

Confidential Information

Any confidential information supplied by one party to the other remains the property of that party. Neither party shall disclose the other's confidential information to a third party. The operation of this clause shall survive during and after the provision of Services.

Waiver of Rights

If either party delays or fails to enforce any of its rights or remedies under any agreement you have with us, this will not constitute a waiver by that party of that or any other right or remedy available to it.

Severability

If any clause inside of these terms is held to be unenforceable, illegal or void, the remaining clauses shall nevertheless remain in full force and effect.

Force Majeure

Neither party will be liable for any failure to perform its obligations under a Service Agreement caused by any circumstance beyond its reasonable control provided that party uses its reasonable endeavours to perform despite the cause. This clause does not apply to lack of financial resources or disputes with a party's own personnel or contractors.

The party failing to perform will promptly give written notice to the other party specifying the cause and extent of its failure to perform, take all reasonable steps to remedy or abate the cause and extent of its failure to perform and resume performance of its obligations under the Service Agreement as soon as possible.

New Zealand Law

These Terms are governed by the laws of New Zealand and the Courts of New Zealand shall have exclusive jurisdiction to determine any disputes arising under these Terms.