

WEBTECH EVOLUTON LTD

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Webtech Evolution Limited

WEBTECH TERMS OF TRADE

Latest version
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Term and Conditions.

Our terms of trade can be viewed on our website. Below is a copy of these at the time of this proposal.

www.webtech.kiwi/terms.pdf

Terms

The Client: The company or individual requesting the services of Webtech Evolution.

Webtech Evolution: Includes Webtech Evolution Limited, Webtech, employees or affiliates. Referred to as "us", "we" "Webtech Evolution" "our" "Webtech Evolution Limited".

General

Webtech Evolution will only carry out work where an agreement has been provided from the Client such as a 'Work Order'. This can be done via email, telephone or in person.

A 'Work Order' is then hereby deemed to be a written or verbal contract between Webtech Evolution and The Client.

These Terms and Conditions supersede any previous Terms and Conditions, and Webtech Evolution

Limited reserves the right to alter or change any of the Terms and Conditions at any given time without prior notice.

Project Acceptance

Before project work commences, Webtech Evolution will provide The Client with a written estimate or quotation.

The Client may engage a Work Order via email reply in accordance to the estimate or quotation that binds the Client to accept Webtech Evolution terms and conditions which are available to view on our company website.

No work on any project will commence until Webtech Evolution have received confirmation of agreement to Webtech Evolution's Terms and Conditions.

Liability and Warranty

The Client agrees to indemnify Webtech Evolution Limited, its partners, affiliates and independent contractors from any liability and Webtech Evolution Limited shall not be liable to any claims, losses, damages, consequential or Indirect loss caused from the products or services provided by Webtech Evolution Limited to the Client.

The Products/Services provided by Webtech Evolution Limited to The Client are provided on an "as is", "as available" basis. The maximum liability of Webtech Evolution Limited for the Products / Services shall be limited to the amount paid by The Client for the particular items purchased.

The Client acknowledge that where you are acquiring any goods or services for business purposes from Webtech Evolution, the provisions of the Consumer Guarantees Act 1993 are excluded.

Backups and Data Loss

It is The Clients responsibility for maintaining backups of all data required for The Client. This includes in-house server backups and for desktop devices. When a backup plan has been put into place by Webtech, it is the client's responsibility to carry out the recommended backup procedures.

For website backups, this is managed by our NET24 Partner, we also do daily and weekly backups for majority of our customers. This is only best endeavors and we cannot be held responsible for loss of website data.

Project Costings / Estimate

A project estimate will be provided based on scope of requirements. This is generally a close effort figure that may increase due to additional project hours. Webtech will do its best to advise The Client of the project budget during the project. Additional hours due to meetings, design and features will be charged at our standard rates unless otherwise discussed.

Website Design / Development

While we make every endeavor to make sure that the website are free of errors, all website related services are provided with no guarantees as to the availability or continuity of this service.

Webtech Evolution will make every endeavor to ensure that the website services provided are free from errors but cannot accept liability or responsibility for any losses incurred due to failure of the website or any part of it including the availability.

All website coding including CSS, PHP scripting or Content Management software remains the property of Webtech Evolution Limited and may not be reproduced (Unless a written agreement stating so that it may) or sold without the permission from Webtech Evolution Limited.

The Client is responsible for all content related to The Client's "Website" and Webtech Evolution will not take responsibility for any copyright infringements caused by materials provided by The Client.

When The Client makes changes to the project scope and or brief, Webtech Evolution cannot guarantee to meet the specified project timeline deadlines.

The Client agrees that alterations to the project scope will result in additional charges.

Payment

All prices that are quoted by Webtech Evolution are in New Zealand dollars and unless otherwise stated, are valid for 7 days from the date of the quotation.

Provisioning of services, hardware and products from Webtech Evolution require 100% payment in advance unless prior arrangement has been made via Webtech Evolution in writing.

If for any reason we believe you to be a credit risk, we may withhold any supply of services or products until full payment has been received.

Any invoice disputes must be made by the Client within 30 days of receiving either via post or email and if the client has failed to do so, the Client has deemed to have accepted it.

Accounts

Charges for services, hardware and project work from Webtech Evolution will be in written quotation that will be provided to The Client before work commences or hardware and services are provided.

At the time a work order for Webtech Evolution is received from The Client including the acceptance of Webtech Evolution's Terms and Conditions, a nonrefundable deposit of 50% for the quoted fee is required from The Client before any work or services is carried out.

All hardware orders may require a 100% deposit before ordering into stock and supplying to The Client. There is a restocking fee of 10% of the quoted price of the item for any items that are not required once ordered.

Invoices shall be paid by The Client in full by the due date stated on the invoice. If The Client's accounts are not settled, Webtech Evolution reserves the right to refuse all services and cease work when The Client has an overdue account. Webtech Evolution may then hand the matter over to a collection agency to recover the overdue cost and The Client will be fully liable for all fees and costs associated with recovering the debt which will be added to The Client's invoice.

Accounts that remain overdue and outstanding for 30 (thirty) days after the initial date of the invoice, will incur an additional charge of 5% per month of the outstanding amount owed.

The Client's account will be considered in default if it remains unpaid for 30 (thirty) days from the due date on the invoice. Once the Client's account is in a default state, Webtech Evolution reserves the right to cease work until The Client's account has been paid in full. This includes any and all unpaid monies due for products and or services.

Webtech Evolution shall then be considered entitled to withhold all services to The Client including The Client's materials from any and all computer systems, until the account has been paid in full. This includes but is not limited to website hosting, domain name registrations, website changes and alterations.

The Client is still obligated to pay all monies owing on the account and will be obligated to pay Webtech Evolution all legal expenses and collection agency fees.

Webtech Evolution retains full ownership of design work, web coding development and computer hardware equipment until full payment has been received in full.

Website Hosting

All website hosting services are provided with no guarantees as to the availability or continuity of this service. Webtech Evolution will not be liable for any loss caused by the unavailability malfunction or interruption of this service. This includes and is not limited to, loss of sales, profits or indirect or consequential loss.

The Client is solely responsible for maintaining backups of all data.

Webtech Evolution makes all reasonable efforts to protect and ensure the data stored on the web hosting servers are secure and protected from data loss, however Webtech Evolution accepts no liability for loss of The Clients data stored in the datacenter in any way.

If the situation arises where The Clients data needs to be restored, a minimum charge of \$130 + GST may be applied per incident to restore The Clients data where possible.

The Client agrees that Webtech Evolution shall not be made liable for restoring any of The Clients data held in the datacenter.

Title and Risk

The title of all goods supplied by Webtech Evolution to The Client will remain with Webtech Evolution until the full invoiced amount including the full purchase amount and any other moneys associated with that are owed to Webtech Evolution have been received in full.

The Client acknowledges that Webtech Evolution holds a "security interest" in the goods under the Personal Property Securities Act 1999.