

Web Site Design & Development Terms And Conditions

These terms and conditions must be read in conjunction with our Website Design and Website Hosting terms and conditions.

1. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this contract, and that no partnership, joint venture or employee/ employer relationship is intended or implied.

2. Project Process

Lexicom Limited will arrange a date with the client as to when work can commence.

The project will be run according to Lexicom Limited 's Project Process. If Lexicom Limited has produced a proposal document for the project then Lexicom Limited will commence work at once, provided you supply us with:

- Final data, information, logos, designs, graphic and related materials to be incorporated into the Web solution ready for publication, prior to the design call. Any further material supplied at a later date may incur an additional charge.
- Pay the 50% deposit prior to the design call
- Where applicable comply with all the terms of the Web hosting agreement
- Should you decide to make design changes once the concept has been signed off, Lexicom Limited may quote for an additional charge.

During the Web Site Development Cycle Lexicom Limited may at intervals place versions of the client's Web site on one of Lexicom Limited 's demonstration servers so that the client may view and comment upon the Web site's progress, and approve design concepts and prototypes. When both Lexicom Limited and the client agree that the Web site meets the criteria agreed during the projecting process, Lexicom Limited will invoice the client for the remainder of the amount due for the project. At Lexicom Limited's discretion, Lexicom Limited may choose to delay publishing some clients Web sites until full payment for the Web design project has been received.

3. Acceptance Testing

You will conduct the acceptance tests on the deliverables within 2 weeks of installation to ensure that they perform in accordance with the proposal. If a deliverable does not pass the acceptance test, we will correct the failure. You will then repeat the acceptance test. Such processes shall continue until the relevant deliverable passes the acceptance test.

If during the project process you request additional or changed functionality/content from the deliverables outlined in the specification or proposal, then Lexicom Limited will provide a time plus materials quote which will be in addition to the cost of the Web project.

The Web Solution will be designed and tested to operate on main stream PC and Mac web browsers. Mobile devices, such as phones and tablets, may require a special template design for optimal viewing, this is typically an extra service.

4. Copyright

All material, both text and images, supplied by the client and used in the construction of the client's Web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

The copyright for all material provided by Lexicom Limited, such as HTML code, graphics, photographs and text, but excluding software code, will remain the property of Lexicom Limited until such time as Lexicom Limited receives full payment, whereupon they will become the property of the client.

All software code provided as a part of the Web site will remain at all times the property of Lexicom Limited. The client will be granted a single use, single site, source code license to the software code. The client may not sell or redistribute the software code. The client may not use the software code in more than one installation. The client will be given access to the source code and may take the code to another developer for purposes of maintaining or extending the system.

The parties acknowledge that Lexicom Limited may accept jobs from other clients to develop Web solutions with the same or similar functionality to the Web solution, and that Lexicom Limited may replicate and exploit all techniques, structures, designs and individual modules of program code used in the creation of the Web solution.

5. GST

All prices are quoted exclusive of GST.

6. Terms of Payment

An invoice for 50% of the price for the project will be provided on acceptance of the proposal. This invoice must be paid before the project can commence.

Once the project is complete and approved by the client the final 50% will be invoiced. Payment for this invoice shall be made within 7 days of the date of issue of the invoice unless otherwise arranged.

If you are responsible for withholding information for completion, the Web site is then deemed payable in full after 30 days from initial start date.

If we are forced to hand your account over to a debt collection agency for collection you will be liable for any collection costs incurred.

7. Maintenance

Lexicom Limited provides maintenance services for its clients; however any maintenance or updates are outside the scope of the design project. When updates are required, Lexicom Limited will provide time and materials based quotes for this work. If a Web site development agreement has been signed then clauses relating to support services will be applicable.

8. Validity of the Agreement

Either party may terminate the agreement on 7 working days' written notice to the other party.

Lexicom Limited reserves the right to cease immediately without liability to provide the service and to terminate this agreement if you should go into liquidation or bankruptcy, or if you fail to meet any obligation in accordance with this agreement.

If at any point during the Web Site Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Lexicom Limited judges to be proportional to the amount of work completed on the project.

9. Assignment and Delegation

We may assign or transfer our rights and responsibilities under this contract to another party.

We may also subcontract the performance of any of our responsibilities under this contract to another party.

You may not assign or transfer any of your rights or responsibilities under this contract to anyone else without our prior written consent.

10. Liabilities

You agree that Lexicom Limited will not be liable for any indirect or consequential damages, including but not limited to, loss of profits or for any claim made on the client by any other party, even though Lexicom Limited may have been notified of such damage or claims.

We shall not be liable to you for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform its obligations under this agreement where such delay is caused directly or indirectly by an act of God, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or manufacturing facilities, accidents, interruptions of, or delay in, transportation or any other cause beyond our control.

You agree to defend, indemnify and hold us harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the services provided by us to you under this agreement, including without limitation claims made by third parties (including your customers) related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder (including malfunction of Web site/Software or Internet), or for any content submitted by you for publication by us.

If, despite the other provisions of this agreement, Lexicom Limited is found to be liable to you then its liability for any single event or series of related events is limited to the fees.

Due to the public nature of the Internet, all material submitted by you for publication will be considered publicly accessible. Lexicom Limited does not screen in advance customer material submitted to Lexicom Limited for publication. Lexicom Limited's publication of material submitted by customers does not create any express or implied approval by Lexicom Limited of such material, nor does it indicate that such material complies with the terms of this agreement.

11. Applicable Law

The Consumer Guarantees Act 1993 may apply to any services we provide to you if you acquire these services for personal, domestic or household use. If this act applies, all rights you may have under it apply in addition to the rights you may have in this agreement. Nothing in this agreement will limit or exclude your rights under this act.

Where you acquire or hold yourself out as acquiring our services for the purpose of a business, then you agree that the provisions of the

Consumers Guarantee Act 1993 will not apply to our service or the provision of any other services to you.

This agreement shall be deemed to be an agreement made in New Zealand and shall be subject to, governed by and interpreted in accordance with the laws of New Zealand.

12. Non Waiver

Failure by any party to enforce any right or obligation with respect to any matter arising in connection with this contract shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under this contract shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation under this contract.