

Web Site Marketing 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 timing of the project process may be subject to provision of FTP access, feedback on the keyword phrases for your project and provision of any text required for new pages.

(3) GST

All prices are quoted exclusive of GST.

(4) Terms of Payment

An invoice for 50% of the price of the project or 50% of the initial set up fee for an ongoing service will be provided on acceptance of the proposal. This invoice must be paid before the project can commence.

Once the optimisation strategy is completed or the initial set up is completed, 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.

Ongoing marketing/ search engine optimisation services include an initial project set up and monthly services, as outlined in the proposal document. Payment of invoices for these services shall be made within 7 days of the date of issue of the invoice unless otherwise arranged.

If you (or your developer) are responsible for withholding information or delaying completion of the process, the Web marketing service is deemed payable in full after 60 days from the 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.

(5) 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.

Lexicom Limited will be entitled to collection of full fees to date of termination.

(6) 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.

(7) 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, 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 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.

(8) 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.

(9) 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.

(10) Web Marketing Liability Statement

Web site promotion is a complex area with many variables, and Lexicom Limited cannot offer you a guarantee that your site will get high rankings for your preferred phrases, especially in very competitive market areas.

Lexicom Limited will not be liable for any loss or damages arising, either directly or indirectly, from search engine rankings.