

Communica design and development terms & conditions as of 12 December 2013

Communica Limited ("the company", "company", "Communica", "us", "we" and "our") agrees to furnish service(s) to the client(s) ("you", "your"), subject to the following Terms and Conditions.

Use of Communica's Service(s) constitutes acceptance of the Terms and Conditions stated herewith and all other policies governing the use of Communica Services, including but not limited to the Acceptable Use Policy, Fair Use Policy, Service Level Agreement, and Privacy Policy.

The Terms and Conditions and all other policies governing the use of Communica Services are subject to periodic review and change without prior notice.

This Agreement shall be construed in all respect in accordance with the laws of New Zealand applicable to contracts enforceable in that country.

Accounts

Establishment of service(s) is dependent upon receipt by Communica of payment of stated charges. All accounts and services provided by Communica Limited are subject to the current tax rate where applicable according to taxes imposed by the Country of New Zealand.

Cancellation of an account/service must be made 5 working days before the next billing cycle to ensure that a new invoice is not created for the next billing month.

Once a project has been completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. If the Client(s) decides they no longer want the work they have commissioned, they are still obliged to pay for any work that has been done. Non payment will result in legal action being taken if necessary.

Invoices must be paid within 30 days of their creation. All invoices and payment reminders are sent to the Client(s) email address on file.

Once full payment is received for a website, it is assumed that the project has been completed to the Client(s) satisfaction and no refunds can be offered.

Service(s) to accounts over-due past 5 working days may be suspended/terminated at Our sole discretion. Such termination or denial of service does not relieve the Client(s) of any accrued charges and accrued interest and collection fees. A reinstatement fee of \$25.00 shall be levied on accounts put on suspension for non-payment.

Where services have been terminated or access denied due to failure of payment, Communica cannot be held liable for losses caused by the unavailability or interruption of this service.

We may alter our fees from time to time. When we alter them we will send You notice of the alteration 30 days before the new fee takes effect. If the change of fees is not acceptable to You, You may cancel the service.

We will interpret Your ongoing use of our Services after that date as constituting Your acceptance of the amendments. If You do not agree to the amendments, You may notify us by email requesting termination of the Agreement, and any applicable minimum terms will be waived in these circumstances.

All payments must be made in New Zealand Dollars. All our prices are stated in New Zealand Dollars and are exclusive of Goods and Services Tax (GST) unless stated otherwise.

Communica reserves the right to terminate a project at any time without prior notification if it finds the Client(s) in breach of these terms and conditions. Communica shall be the sole arbiter in deciding what constitutes a breach and any refunds are given at Our sole discretion.

Please note that by submitting your down payment for our services you are agreeing to all of our service terms and conditions as written here. Communica reserves the right to change or update these terms at any time without prior notice.

Additional Charges

Any support, maintenance, updates, versions or new releases required for a project will fall outside the original agreement and be considered new chargeable work.

We test our online projects to ensure they comply with New Zealand web standards as they are at time of sale. Should new or updated guidelines be introduced after the project has been completed, any further work needed will be charged additional to the original estimate.

Unexpected or additional work not specified in the agreed estimate is subject to additional charges. For example this may come in the form of content alterations to completed pages, image creation or typing out hard copy. If the work is needed as part of an existing project then this may effect the time scale and overall deadline of the project. While effort will be made to keep deadlines, Communica will not be liable for delays caused by any additional work.

Design and Development

Exclusivity arrangements of any kind must be agreed upon before acceptance of a contract by either party or before any work commences.

Communica will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the current web browsing software. Communica can offer no guarantees of correct function with all browser software.

Whilst effort is made to ensure Your online product and any scripts or modifications made to it are free of errors, Communica does not claim responsibility for any losses attributed relating to this.

The Client(s) agrees that online representations built from a graphic design may not exactly match the original artwork due to the intrinsic nature of code rendered by an internet browser.

If an error or issue arises which does not allow the design or code to match the original specifications, then the Client(s) agrees that the Communica can apply a nearest available alternative solution at our discretion.

Communica regards basic search engine optimisation as standard practice to any online build. The level of this optimisation is done at the Communica's discretion unless otherwise requested within the project specifications.

Communica cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

Ownership Rights

Upon completion of a project, Communica transfers all trading rights of custom designs and programming written by Communica to the Client(s). All intellectual property rights and rights of attribution for any work done by Communica remains in Our sole ownership.

When work created utilises Open Source components, those parts fall subject to the original Open Source licensing. Software and third party graphics or programs are not transferred to the Client(s) and remain under copyright of their respective owners.

Communica reserves the right to display projects and graphics that have been designed by Communica on their website, and in marketing materials or other oral, electronic or written promotions, which may include naming the Client(s) as a client(s) of the Communica and a brief scope of the service provided.

The website, graphics and any programming code remain the property of the Communica until all outstanding accounts are paid in full. The Communica reserves the right to withdraw any online media while it is still the property of the Communica.

Time Lines

The Client(s) agrees to make available as soon as is reasonably possible to Communica all materials required to complete the site to the agreed standard and within the set deadline. Communica shall not be held liable for a breach of deadline or milestones due to tardy or inadequate materials.

The Client(s) agrees Communica is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

If we are unable to communicate with a Client(s) on a project for a duration of at least thirty days (30) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued.

Client Content

The Client(s) accepts full responsibility for content uploaded onto his/her account.

Any media & content submitted to us for use on a project will only be used at Our discretion. Communica reserves the right to refuse to handle any content which is unlawful, inappropriate; contains a virus or hostile program.

Comunica cannot take responsibility for any copyright infringements caused by materials submitted by the Client(s). We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

We make no representation and give no warranty as to the accuracy or quality of information received by any person via our Server(s) and we may not be held liable for any loss of or damage to any data stored on our Server(s).

Third Party Products

At Your request and as a convenience to You, Communica may arrange Your purchase or licensing of a third party software, services and other products not included as part of Our standard services. Communica may also be in a position to provide support in relation to those products however the level and charges remain at Our sole discretion.

Comunica makes no representations or warranty whatsoever regarding such third party products and their related support services and they are provided "as is."

Comunica's use of third party software, services and other products is governed by the terms of any license or other agreement between the Client(s) and the third party.

Comunica will not be held liable for any breach of any terms, agreements or contracts between the Client(s) and the third party.