

SCE to Aux Ltd - t/a (Z80 Digital) TERMS OF TRADE

1. Estimates

SCE to Aux Ltd - t/a Z80 Digital (hereafter referred to as "me", "I" or "the company") shall provide my clients ("you") with a proposal and/or estimate setting out the proposed nature and cost of the work in circumstances where it is practicable to provide a proposal and/or estimate. Once the proposal and/or estimate has been finalised and approved by you, the proposal and/or estimate and the Terms of Trade will together constitute the contract.

Where there is delay between the date we issue the proposal and/or estimate and your approval of the proposal and/or estimate, I shall reissue the proposal and/or estimate in an updated form. All proposals and/or estimates are valid for 30 days from date of issue.

I have a minimum charge out time of 30 minutes in order to cover standard operating costs.

Where I have provided you with a proposal and/or estimate, any instructions received from you shall constitute acceptance of the terms contained herein.

2. Cost Variation

If your brief changes after the commencement date of your project this may incur additional charges. Any corrections by you on or after the first proof shall be subject to additional charges

With regard to content population for websites, I take your initial supplied text and imagery as official and correct and any changes required can incur additional charges.

Whilst a high degree of accuracy is applied in interpreting your brief for purposes of cost estimation, I reserve the right to provide you with new proposal and/or estimate in circumstances where I deem it appropriate to do so.

3. Payment Terms and Delivery

When a finalised proposal and/or estimate has been given for the work, a 50% retainer payment is required, with the balance due upon completion but prior to publication or release of the work, or before setting a website live (whichever is applicable).

If a quote is not given for the work, a minimum retainer payment of \$350 (ex GST) is required prior to the commencement of work, with the balance due prior to release of the work.

Growth Driven Design based projects will have specific fees outlined in a proposal.

Late payment of any amount owing shall incur interest at the rate of 15% per annum calculated on a daily basis. You indemnify me for any costs incurred by us in collecting payment from you. Late payments may result in loss of goods, deactivation of web site and/or loss of domain name.

4. General Lien

All physical goods, digital goods and/or intellectual property remain my property until full payment has been received. I shall in respect for all unpaid debts due from you have a general lien on all the physical goods, digital goods and/or intellectual property in my hands and I shall be entitled upon the expiration of 14 days notice, dispose of the goods or property as I see fit and apply the proceeds toward such debts.

5. After Hours and Urgent Jobs

My standard operating hours are Monday to Friday, 9am to 5pm. Any requests for work outside of these standard operating hours are charged out at an hourly rate of \$250.00 plus GST, and must be agreed to by both parties prior to undertaking. Due to limited resources, I may not be able to provide an estimate and/or proposal prior to this.

Where I enter into a contract with you to complete work within two business days of the date of contract, the work shall be subject to a 50% surcharge.

6. Search Engines

My services include basic initial search engine submission. I cannot guarantee placement in search engines due to their erratic and random nature.

7. Speculative Work

Ideas, concepts, sketches, dummies, designs, wire-frames or prototypes (whether verbal or written) submitted by me on a speculative basis will remain my property and no use shall be made nor any idea obtained therefrom be used, without the agreement of the company in writing.

8. Portfolio

Any projects completed by the company may form a part of my general portfolio with express permission from you.

9. Your Content, Property and Property Supplied

You shall ensure that any content/property to be provided by you is supplied to me in a timely fashion. Any costs to me or losses to you arising from delays in you supplying us with such content, shall be borne by you. Any such content/property is held by the company at your risk. If any change or correction is necessary in order to supply properly finished work the additional work shall be at your expense. Responsibility shall not be accepted for sub-standard work caused by defects or unsuitability of such materials or equipment. Where you supply material, adequate supplies shall be furnished to cover spoilage as agreed with us.

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10. Suspended Work on Client's Instructions

The suspension of any work on your instructions for a period of 30 days or more shall entitle the company to payment in full for all work in progress at the time of suspension. The company may revise the quotation of the uncompleted portion of the order before proceeding.

11. Cancellation of Projects and Orders

Projects and orders shall not be cancelled except upon terms which compensate the company for all service and product expenses incurred and otherwise protect the company against loss of earnings and/or product recovery.

12. Claims

Any complaints for service or product must be made in writing or via email (with proof of delivery in the event it is not received) within 10 working days of receipt of product. Beyond this, no claim shall be recognised.

13. Liability

The company shall not be held liable for errors or omissions arising from an oversight or misrepresentation of a client's verbal instructions.

I shall not be held liable for any indirect or consequential loss or for the loss to you arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or malfunction.

Whilst I do my utmost, no warranty shall be given or responsibility accepted by me to ensure that goods produced comply with the requirements of any such legislation relating to the making and/or labelling and/or packaging of goods. Compliance with the requirements of any such legislation shall be the sole responsibility of you. In no circumstances shall I accept liability for any direct, indirect or consequential loss, whether loss of profits or otherwise, even where I have been notified of any such potential loss.

14. Testing/Risk of Use

All of my software has been extensively tested however I cannot guarantee that errors will not occur or unexpected results will be produced. You have final responsibility for thoroughly testing and approving all aspects of a web site including site structure, navigation, contact forms, and all other site components. Your use of any software component on the web site is entirely at your risk. The software components are provided "as is" and without any warranty or representation whatsoever, express or implied, other than those imposed by law.

15. Suitability of Goods

No guarantee shall be given or implied that the goods supplied at your instructions or designed by me to those instructions are suitable for specific market requirements.

16. Illegal or Defamatory Matter

I accept the right to refuse working with and/or publishing (in print, or electronically) material which as deemed by the company, may be illegal or defamatory in nature or in breach of the Fair Trading Act 1986 or any other statute or any provision thereof. I shall be indemnified by you in respect of any claims, costs and/or expenses arising from or out of any illegal or defamatory matter or any breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.

17. Web Hosting

My web hosting services are provided to my clients via the company's contract with **Sitehost**. The company is subject to Sitehost's Standard Terms and Conditions for the Supply of Services and so are it's clients who receive web hosting services from the company. Please go to the following link to read Sitehost's Terms and Conditions for the Supply of Services <https://sitehost.nz/pages/terms>

18. Termination of Web Hosting Services

If you wish to terminate your web, email, domain name and / or SSL service provided by the company, I require written notice no later than 2 weeks prior to the renewal date of said services. Failure to provide written notification of intent to terminate these services will result in the automatic renewal and subsequent charges being applied to your account. All hosting services are non-refundable.