

## **TERMS AND CONDITIONS**

### **Agreement**

These terms apply whenever we provide services to our clients. The terms 'service' and 'services' cover all goods and services that we provide and projects undertaken. We have used 'we' for Dodat Ltd and 'you' for the client, company, or company representative.

Both companies agree that these terms apply whenever we agree to undertake any work for you.

### **Term**

This agreement shall remain in force until the completion of the project and any ongoing work unless earlier terminated.

### **Our General Standards**

We want to make it easy for you to do business with us.

We are committed to:

- Providing a high level of responsive service to you
- Putting you in touch with the right person to answer your enquiries
- Responding to your needs quickly and efficiently
- Resolving any problems as soon as possible

### **Our Responsibilities To You**

Whenever we provide services to you, we will:

- Commence the project within 1 week of the acceptance and signing of these Terms of Trade, unless otherwise stated
- Prepare a brief that both parties will agree on prior to commencing work
- Provide the services with care and skill
- Make sure the services we provide perform in the manner we have stated or as you have asked us to provide (so long as you tell us before we agree to provide the services)
- Carry out all services to complete the project in the proposed timeframe, to budget and to the agreed brief
- Endeavour to provide a professional, responsive service and act on your behalf as and when required, to the best of our abilities
- Manage any problem and ensure that appropriate parties rectify that problem.
- Advise you on any requirements you may have. If these are outside of our expertise we will find someone who can advise you
- Make good any errors, omissions or faults made by Dodat, that have been notified by you in writing, promptly

### **Your Responsibilities To Us**

Wherever we provide services for you, it is your responsibility to:

- Sign off on an agreed brief prior to commencement of work. If work requests deviate from that brief then that will be considered outside of the job scope and the project scope will be reviewed
- Follow our directions and recommendations about the use of our services
- Make sure all information you provide us is correct and complete before commencing and in electronic format if required
- Deliver all essential information within an agreed timeframe. If you fail to provide information essential within the agreed timeframe, delivery deadlines will be renegotiated
- Inform us if you have any queries regarding our services
- Respond within 7 days, in writing of any problems, omissions or errors with the product or

- service, or the project will be deemed acceptable
- Pay all of our accounts within the required time frame of 14 days of invoice
- Contact us if there is a problem regarding our services so that the issue can be discussed and rectified
- Allow us to act on your behalf as and when required
- Provide us with a single point of contact within your organisation

### **Our Fees**

If work is required to be performed outside of normal business hours, (9am - 5pm, Monday to Friday,) or on a public holiday, Dodat will charge the after hours rate the of normal fee, (as indicated in the Fee Schedule) + 20%. In the event of after hours work, disbursements will be charged on as an added expense, unless this has been otherwise negotiated or specified in the proposal.

All services will be charged in 15 minute increments at the rates stated in the Fee Schedule. You agree to pay for the services we provide for you. Our payment terms are:

- Payment within 14 days of invoice, unless a prior arrangement has been agreed
- A 20% penalty will apply to accounts not paid within 14 days

### **Projects**

Before we commence any project with your organisation we will create a Project Plan document that will provide the creative brief, technical scope and logistical details for your project.

If we undertake at your request, services that are not included in the document, then those services shall be charged in addition to any written estimate, with the charges based upon our normal charges for the provision of those services, together with additional costs or expenses incurred by us in the provision of those services.

We will bill you in stages throughout a project. Payment is due at the completion of each stage. If payment is not received at the completion of a stage we will reserve the right to suspend that project until payment is received.

Stages are normally specified in our written estimate. If stages have not been specified we will bill you monthly progress payments.

### **Expiry Of Proposal Documents**

Unless otherwise stated all documents, including quotes, estimates and project outlines, expire after 30 days. After that period documents will need to be reviewed and resupplied

### **The Suspension of Services**

If you do not pay our accounts or meet any responsibilities you have with us, we may suspend or restrict service at any time.

Neither party shall be liable for failure to perform its obligations if the failure results from force majeure, act of God, fire, explosion, industrial dispute, act of government such as a change in legislation, regulation, or order made under legislative authority, or anything beyond the party's control.

### **Your Right To Give Up Any Service**

You may give up any service by telling us in writing. Where you have agreed to take the service for a period of time or the service is part of a project, charges for the service will continue until the end of the period or project.

### **Third Party Organisations**

We will ensure that any third party organisations that provide services to you are briefed on your requirements before commencing work.

Third party organisations that work with The Company A will receive a copy of our terms. It is the third party organisations responsibility to provide you with their standard business terms and conditions.

### **Using Information About You**

We will respect the Privacy Act and ensure that we abide by the conditions of it. We will only release information regarding your business to other parties when it specifically relates to a service you have asked us to provide. We will always obtain your prior consent to any such procedures.

### **Intellectual Property And Copyright**

All intellectual property, ideas, know-how, concepts, creative, or techniques relating to this project shall be treated as follows:

- if made by the client's employees, it shall be the property of the client
- if made by Dodat, the work shall be, unless otherwise agreed, the property of Dodat
- if made jointly by the company and the client it shall be jointly owned and both parties shall be entitled to use it.

Dodat may refer to the client's brand and include a link or images of the work in print and web for promotional purposes.

Dodat takes no responsibility for the use of content supplied by the client that may be in breach of copyright or other legal permissions.

### **Termination**

You may terminate this agreement in writing if:

- there has been a breach to the terms of this agreement
- we become subject to the appointment of a receiver, or commit an act of bankruptcy, or the firm is dissolved

Dodat may terminate this agreement in writing to the client if:

- you are in arrears for more than 60 days after the receipt of the invoice
- you have breached the terms of this agreement and have failed to give explanation within 14 days of the breach
- you become subject to the appointment of a receiver, or commit an act of bankruptcy, or the firm is dissolved

### **Dispute Resolution**

Any dispute arising out of this agreement shall be settled by arbitration in accordance with the procedures set out in the Arbitration Act 1996.

### **Dodat Ltd. Fee Schedule:**

Web Development NZD \$180 per hour. (excluding GST)

Signed Dodat Ltd:

Date:

Signed the Client:

Date: