

Standard Terms + Conditions

1.1 THIS ESTIMATE

This proposal offers an estimate of the cost to develop the discussed website or web application. This is not a quote and the actual fee charged to complete the development may change if additional work has been requested by the client. Please read 2.3 Project Terms below for more detail on the estimate.

1.2 PAYMENT TERMS

In order to secure your project development time a percentage deposit of the development fee, the first hosting instalment and any third party plugin/licensing fees are required upon acceptance of this proposal. Once we completed the development, the balance of all development costs and fees must be paid before your project is made live. Receipt of payment is deemed as acceptance of the associated costs, milestones and delivery of your project. Completion of your project does not include any time delay in waiting for content you are supplying or decisions you are making.

If there is a delay of more than 3 months past the estimated completion date we reserve the right to invoice any outstanding amounts for the project.

1.3 VALIDITY

This estimate is valid for 60 days from the date it was sent by Flatout.

1.4 CONTENT ENTRY

Content entry costs are estimated on the average time taken to input the number of standard website pages specified in this proposal; however, due to the nature of content, variations do occur. In any case, we will let you know in advance if the content entry will exceed the above estimate. Please note that all additional content entry over and above the initial 20 web pages is charged at our standard hourly rate.

1.5 MAINTENANCE + SUPPORT

When your web project is up and running, Flatout will provide support as needed. However, the objective is to get you to a level of confidence and comfort so that you can update and manage your website yourself in your own time. Maintenance and ongoing support is charged at the standard hourly rate with a minimum charge of one quarter hour.

1.6 TRAINING

There are help files and onscreen instructions within the Flatout CMS and many online resources for WordPress. If required, you can book some one on one training for either CMS. The amount of time it takes for an individual to learn how to use the CMS will vary from person-to-person. Training is charged at our standard hour rate or part thereof.

1.7 DOMAINS

If your domain name is included in the proposal pricing the annual domain fee will only be paid by Flatout if the domain is managed within Flatout's domain management system and your website is hosted on one of Flatout's servers. If you choose to manage your own domain or host with a third party any annual domain fees that would have been covered under the proposal conditions are no longer valid and there is no change to the annual / monthly fees.

If you don't have your own domain, Flatout will purchase one domain (.nz, .com) and cover the 1st year's registration fee. Subsequent annual domain renewal fees are charged at the rate for the chosen domain type. If you already have a domain we will liaise with you and instruct you on what to do.

- All additional domain registrations and renewals are to be paid in advance.
- Expiration of a domain can result in service disruption and loss of domain.
- Flatout will not be responsible if a domain expires due to non-payment / late payment of the charges.
- All payments must be made by seven working days before the domain expiry date.
- It is the client's responsibility to advise us to renew their domain names.
- Flatout has the domains in a common pool account and therefore cannot give access to its domain control panel.
- Flatout offers packages in coordination with third party providers. Changes to the third party provider's rules and policies may ultimately affect the services we provide or the terms and conditions herein.

1.8 HOSTING + LICENSE FEE

All hosting and/or license fees are payable in advance and an automatic invoice will be generated either monthly or annually depending on your schedule. It is the client's responsibility to renew the hosting in time i.e. before the expiry date. Failure to renew in time can lead to loss of files, data, emails, backups etc. All unpaid hosting's are disabled or deleted from the server, however we will attempt to contact you by email and/or phone to confirm this action.

All renewals must be paid by seven working days prior to the expiry date. Flatout will not be responsible for issues relating to delayed payment.

Cancellation/Termination:

Hosting and/or license cancellation requests must be sent by email one month prior to the expiry of the hosting and/or license. Once the hosting and/or license has been renewed, it cannot be cancelled and must be paid for the full month or year. If the hosting is not paid and renewed before the expiry date. We reserve the right to disable the hosting and all associated services including emails and dns records. Additional charges may be applicable to re-enable the hosting. Flatout will not be responsible for any loss of data, files, emails, backups, restoration costs etc.

If hosting and/or a license has been cancelled / disabled then all files, emails, databases and backups etc associated with it may be deleted from the server without any notification to the client.

Once all invoices are paid, it is client's responsibility to request for the files subject to the below:

- Flatout CMS is a proprietary CMS of IDZINZ LIMITED T/A Flatout. Flatout owns copyrights of all codes written for any client, unless arrangements are made prior to the start of the project. Flatout warrants a license to use any custom built software for the client, for their use only. This license is granted while paying for the hosting. Flatout CMS cannot be transferred to any external host; this includes any access to the software code.
- Flatout CMS is a proprietary CMS of IDZINZ LIMITED T/A Flatout and cannot be transferred to any external host.

Note: If you wish to have more control over your project code you should consider our WordPress CMS options.

Emails:

All emails are to be downloaded on the client's computer periodically. Email boxes must be kept within their quota limits. Client's must not use the email hosting for inappropriate content and other undesired emails which can result in spamming or infecting the server.

Under such circumstances, immediate action will be taken and the required files and data will be deleted without any prior notice.

Flatout offers packages in coordination with third party providers. Changes to the third party provider's rules and policies may ultimately affect the services we provide or the terms and conditions herein.

Hosting is on shared and non-shared servers and may be hosted via third party providers. Flatout ensures best to our ability that our systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however we will not be held liable for any disruption of services if such a situation arises.

1.9 PRICING + GST

All prices are displayed as GST Exclusive unless otherwise stated.

2.0 CANCELLATION

Flatout reserves the right to negotiate and refund appropriate portions of the amount paid by a customer towards the requested service. If you cancel your order after making the payment, but the work has not commenced, we will refund 75% of the payment that you have already made. If the order is cancelled after the commencement of work, the maximum refund or charge will be 50% of estimated project cost.

There will be no refund or adjustments if cancellation is called when more than 50% of the work has been completed. All cancellations must be received in writing and must be sent via email to support@flatout.co.nz. Telephone, postal or fax requests of cancellations will not be accepted.

2.1 LATE FEES

All outstanding invoices will incur a late payment fee of 10% of the pending amount and an administration fee of \$5.50 per month, from the due date.

Due Date:

Is the date on which the payment is due as per the terms on the invoice/proposal – please check each invoice as some charges are due on receipt of the invoice.

Outstanding Invoice(s):

An invoice is deemed to be outstanding if the payment is still due after 14 days of the expiry of the due date.

Debt Collection:

The client is provided a further 7 days after the late payment fee is applied to pay the invoice. Failure to pay may result in the outstanding amount referred to a debt collector.

Flatout will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the outstanding amount (debt collectors, administration charges, legal fees) will be referred to the client for processing.

If you are going to be late with a payment or have any queries regarding the invoice, please contact Accounts immediately on receiving the invoice or any reminder emails.

All communications/correspondences should be conducted via email. It is the client's responsibility to keep us updated with their relevant email addresses and phone numbers.

Any payment relating to the domain name registration renewal or hosting or any 3rd party products, service or licenses purchased on behalf of the client will have to be in full and are non-refundable. In case of web-hosting renewals all cancellations must be notified to us 30 days before the renewal date.

If the client chooses a 3rd party hosting provider prior to starting a project, Flatout may build and test the website on one of our own servers or hosted domains. The website may be transferred-off to the nominated 3rd party server upon full payment of all invoices and dues.

2.2 INTELLECTUAL PROPERTY

The project related copyrights can be transferred to the client at an additional cost, after the full payment of the project and upon signing a Certificate of Acceptance. Flatout reserves the rights to refuse the transfer of ownership if irregular circumstances arise.

Copyrights handed over to the client do not include rights to re-use the code for another website or re-sell the programming codes for any commercial or non-commercial purposes. In the case of business restructuring or ownership change, ownership of the website may be transferred from one owner to another. New owners are not allowed to re-sell or re-use for any commercial or non-commercial purpose.

Flatout CMS is a proprietary CMS of IDZINZ LIMITED T/A Flatout and cannot be transferred in full or part to any external host. If you do wish to have more control over the portability of your project you should consider one of our WordPress options.

In the event of a Webmaster change, site owners are not allowed to display the credits to the new website, unless such time that the website functionality and appearance is changed by over 50% of our original work.

2.3 PROJECT TERMS

During the project briefing, it is the client's responsibility to provide us with clear guidelines along with the flow or specific details you may require. When such details are not provided, we will proceed with our understanding of your requirements and estimate accordingly. At a later stage, if a discrepancy arises, it may lead to additional costs to accommodate the changes. Thus, it is essential that you clarify every aspect of your website development and ensure that you have been estimated on the right requirements.

Once the proposal has been finalised, any additions, changes or enhancements in the functionality or design of the project will affect the proposal and may incur additional cost and a revised delivery date. All additional work, over and above the initial project estimate is charged separately. Under no circumstances will Flatout be liable for any delays or additional costs caused by changes to the project brief.

Any complexity related to specific deliverable, must be advised in advance and included in the proposal for costing purposes. We operate in good faith and rely on our clients to disclose the full picture of their expectations. Any discrepancy arising due to unclear requirements or expectations will not be borne by Flatout.

Website content and all related materials need to be provided to us within the first two weeks of starting the project. Any delays thereafter may delay the project and may incur additional charges if it goes beyond a reasonable timeframe.

The client must recognise that at times there may be unforeseen circumstances that will delay the development process, particularly with reference to the integration of third party software. We will try our best to complete the project as agreed in the proposal. As long as it is within a reasonable period, the client agrees not to penalise us for any genuine delay, when every effort to keep the project on the proposed schedule is taken.

2.3 PROJECT TERMS CONT'D

Flatout takes no responsibility for any of the third party products, software or components used in the website development such as payment gateway, SSL certificates etc. We suggest you take regular back-ups to avoid any disruptions.

Flatout takes no responsibility for any open source products such as WordPress, Open Source carts, Joomla etc. It is the client's responsibility to update all components and third party software however we can offer assistance for updates which are charged at our standard hourly rate or may be included in a monthly maintenance contract.

Flatout offers packages in coordination with third party providers. Changes to the third party provider's rules and policies may ultimately affect the services we provide or the terms and conditions herein.

Flatout CMS is a proprietary CMS of IDZINZ LIMITED T/A Flatout. Flatout owns copyrights of all codes written for any client, unless arrangements are made prior to the start of the project. Flatout warrants a license to use any custom built software for the client, for their use only. This license is granted while paying for the hosting and/or license. The Flatout CMS cannot be transferred to any external host; this includes any access to the software codes. If you need more portability for your website please consider one of our WordPress options.

Domain registration charges are not included as a part of the proposal unless mentioned otherwise.

In some circumstances hosting charges may not be included in the proposal / estimate unless mentioned otherwise. Flatout can organise an appropriate hosting solution if required, an estimate for which will be submitted separately and approved by the client.

Where clients decide to organise their own hosting, we should be consulted before finalising the type of hosting and database, as it should meet the requirements of the technology used for the development. Please note that we'll require full access with hosting support for testing and deploying the application. Flatout will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.

Flatout cannot give access to their test servers and test websites to the clients or any third party.

Technology support of additional 2 working hours is included in all medium and large size projects, for any basic modification or changes, which may be utilised for up to a period of one month after the delivery. Please note that these support hours are not applicable if the design or coding or any other aspect of the website has been altered by anyone other than the Flatout team.

2.4 DISPUTES, LIABILITIES + INDEMNITY

In an event of a dispute, Flatout reserves the right to charge the client in full for the work done as well as for the resources spent in managing the dispute. In such an event, Flatout reserves the right to charge the client without honouring any discounts that were previously honoured in good faith. Under no circumstances will Flatout be liable for any damages arising from misrepresentation or misinformation.

Flatout reserves the right to refuse service to any client, if these are not aligned with our business operating principles and policies.

Flatout provides its services as is, without any guarantees on security or other issues leading to loss of data, sale or reputation. We ensure to the best of our ability that our systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however we will not be held liable for any disruption of services if such a situation arises.

2.4 DISPUTES, LIABILITIES + INDEMNITY CONT'D

The relationship of Flatout with its suppliers, partners and subcontractors is of an independent nature. None of the parties have any power, right or authority to interfere or bind the other or assume or create any obligation or responsibility, whether expressed or implied, on behalf of the other or in the other's name.

The client will indemnify and hold Flatout, its licensors, content providers, service providers, employees, agents, officers, directors, contractors and subcontractors (the "Indemnified Parties") harmless from your breach of any of these Terms and Conditions or any other terms, conditions, policies or procedures herein, including, without limitation, any use of content other than as expressly authorized in these Terms and Conditions. The client agrees that the indemnified parties will have no liability in connection with any such breach or unauthorised use, and you agree to indemnify and hold harmless the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and legal fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information obtained from Flatout.

Flatout will not be liable for any breach of the agreement which is caused by a matter beyond its reasonable control including but not limited to Act of God, fire, lightning, explosion, war, disorder, flood, earthquake, industrial disputes (whether or not involving their employees), extremely severe weather, or acts of local or central government or other competent authorities.

Please note that Flatout reserves the right to change the terms and conditions without notice.