

## **ZYDEKO INTERNET DESIGN – TERMS AND CONDITIONS**

### **Website Design Terms & Conditions**

By placing an order with Zydeko Internet Design, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client : The company or individual using the services of Zydeko Internet Design.

Zydeko Internet Design: Primary designer/site owner and any employees, sub contractors or affiliates.

General

Zydeko Internet Design will carry out work only where an agreement is provided either by email, telephone, mail or fax. Zydeko Internet Design will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Zydeko Internet Design and the client, this includes telephone and email agreements.

Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Zydeko Internet Design cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Zydeko Internet Design until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Zydeko Internet Design remain the copyright of Zydeko Internet Design and may only be commercially reproduced or resold with the permission of Zydeko Internet Design.

Zydeko Internet Design cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Zydeko Internet Design and where no charge is made by Zydeko Internet Design for such additions, Zydeko Internet Design accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Zydeko Internet Design all materials required to complete the site to the agreed standard and within the set deadline.

Zydeko Internet Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Zydeko Internet Design will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong doing on the part of a site owner.

Zydeko Internet Design will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Zydeko Internet Design will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 30% is required with any project before any design work will be carried out. This figure is higher for websites of an adult nature.

Once a website has been designed and 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 decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

#### Intellectual Property

You may not:

Resell or redistribute the template or website.

Claim intellectual or exclusive ownership of any of our products, modified or unmodified.

You agree that:

Zydeko Internet Design has full ownership of any code including but not excluded to database(s), cgi, cms, and all code associated with the website.

All code residing on any server, whether hosted by Zydeko Internet Design or not, shall not be made available to The Client, nor shall it be available to any sub contractor or other party or business nominated by The Client.

No website code shall be able to be transferred, downloaded or moved or viewed using FTP or any other means, by The Client or any other party. This is entirely at the discretion of Zydeko Internet Design.

### Database, Application and E-Commerce Development

Zydeko Internet Design cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by Zydeko Internet Design remain the copyright of Zydeko Internet Design and may only be commercially reproduced or resold with the permission of Zydeko Internet Design.

Where applications or sites are developed on servers not recommended by Zydeko Internet Design, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Zydeko Internet Design before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Zydeko Internet Design will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

### Compatibility

Zydeko Internet Design will endeavor 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 web browsing software Mozilla Firefox 3, and on Windows XP/Vista platform. Zydeko Internet Design can offer no guarantees of correct function with all browser software.

### Website Hosting

Whilst Zydeko Internet Design recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by Zydeko Internet Design cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Zydeko Internet Design reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

## Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Zydeko Internet Design policy that any outstanding accounts for work carried out by Zydeko Internet Design or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Zydeko Internet Design.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Zydeko Internet Design have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

## Complaints Procedure

### Informal procedure

Anyone who experiences a problem with their web service provided by Zydeko Internet Design should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Zydeko Internet Design will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.  
Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Zydeko Internet Design, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed

within 30 days and any subsequent remedy implemented with the minimum of delay.

Zydeko Internet Design  
[www.zydeko.co.nz](http://www.zydeko.co.nz)

Terms and conditions updated November 2010