

TERMS AND CONDITIONS OF TRADE WITH EXPERT DEVELOPMENTS LIMITED

Charges / Invoicing
Late Payment and Suspension of Services
Hosting Terms and Commencement
Payment Terms
Quotations
Estimate of Costs
Responsibilities
Interest on Overdue Accounts
Warranties
Acknowledgement of Terms

1.0 Charges / Invoicing

1.1 Charges

expert charges/fees/pricing for the Services are those set out in the body of this document, which are subject to amendment in accordance with the provisions of Clause 9.0.
expert will issue the Customer an invoice for all Services provided to the Customer where expert's records show they are chargeable to the Customer's account. The Customer must pay all charges due by their Payment Due Date unless the payment is in dispute.
Any alterations and additions requested to your project will be charged for at our standard design and development rates.
Work carried out that is not specified in the brief for the project will be charged in addition at our normal hourly rates with a minimum charge of fifteen minute increments.

1.2 Disbursements

Disbursements relating to your job will also be charged. These include kilometres at 65c per km, photocopying, toll calls, faxes, couriers, travel or Accommodation costs incurred.

1.3 Support

Once a Website has gone live we are happy to provide ongoing telephone and email support through our Work Request and Help Desk systems. Unless a Service Level Agreement is in place, any support performed by Help Desk will be charged for at our standard hourly support rate of \$125.00 plus GST, billed in fifteen-minute increments. We will supply a call or email log with each invoice.
If a work request through Help Desk requires special design or development expertise from an expert staff member, then that request will be charged for at the client's applicable design and development rates.
Support related to bug-fixes will not be charged for.

1.4 Disputed Amounts

Where the Customer wishes to dispute any item(s) appearing on an invoice, the Customer must write to, email, or telephone expert, and seek resolution of the disputed amount. Any notification to expert of a dispute must be made within 30 days of the invoice date.

The Customer must pay any undisputed amount by the Payment Due Date, otherwise interest or late payment charges may be imposed on the undisputed balance.

If expert agrees there is a mistake, the account balance will be corrected as soon as practicable. If expert finds there is no mistake, the Customer will be required to pay the outstanding amount immediately on being notified of expert's finding, or by the Payment Due Date, whichever is the latter.

1.5 Dispute Resolution Technique

Having regard to the high degree of good faith that must exist between the parties, the parties agree to do their utmost to ensure that disputes between them are settled equitably, amicably, quickly and without resort to arbitration. In the event of any dispute relating to or arising out of this Agreement, the parties shall (without prejudice to any other right or entitlement they may have pursuant to the Agreement otherwise), explore whether the dispute can be solved by agreement between them using informal dispute resolution techniques.

The rules governing such technique adopted by all shall be agreed between the parties or as selected by the New Zealand Chapter of Lawyers Engaged in Alternative Dispute Resolution ("LEADR NZ")

1.6 Dispute that cannot be settled by negotiation

Any dispute arising out of this agreement that cannot be settled by negotiation between the parties within one calendar month from the initial communication indicating that an item is in dispute, and pursuant to clause 1.5 above shall be referred to arbitration and shall be finally settled in accordance with the Arbitration Act 1996 and the Arbitration Amendment Act 1998.

Any such reference shall be in writing and specify the nature of the dispute and the points at issue. The parties will agree on a single arbitrator, or failing agreement, such arbitrator will be appointed by the President of the Council of the Arbitrators' and Mediators' Institute of New Zealand Inc (AMINZ).

The award of the arbitrator shall be final and binding on the parties. expert will not withhold services related to the provisions under this Agreement while any payment is in dispute.

1.7 Transaction Fees

Any client who performs online credit card transactions through their website that is hosted by expert is liable for a transaction processing fee on each transaction that routes through the expert server. This includes all payments using the MoST™ transaction system and the Charge IT payment gateway, and is for real-time and manual credit card payments.

1.8 Refunds and credits

Expert will only issue refunds to clients in the form of credits for any overpayments or disputed amounts. If payments for hosting services are continued to be made to expert after notification has been issued by the client that the services will cease and will be no longer required, expert will advise by e-mail, to the most recent e-mail address held on file for the client, that payments made by automatic payment must be terminated. Expert will continue to host clients websites and provide the hosting service until such time as the hosting payments cease. If such payments are not terminated and continue to be paid to expert, then if any amount is disputed, a credit may be issued for such overpayments

2.0 Late Payment and Suspension of Services

2.1 Interest

expert may at its discretion charge the Customer interest at a rate of 2.0% per month, compounding (i.e. interest is also charged on all overdue balances, including interest charges), on accounts or invoices that remain unpaid after the Payment Due Date.

Interest will not be payable on amounts in dispute, provided the dispute is resolved in favour of the customer, or where expert believes it would be unreasonable. Otherwise, the interest will accrue from the day after the Payment Due Date until the date payment is received (including that day).

2.2 Right to Suspend Services

If the Customer fails to make payment to expert for any Service by the Payment Due Date, expert may suspend the provision of that and/or any other Service. expert will provide the Customer five (5) Working Days written notice of its intention to suspend any Service, sent to the most recent postal address, or email address, held on file for the Customer. If payment is not received, or agreed to within that five (5) Working Days expert may suspend the Customer's Service(s). expert may require the Customer to pay a deposit, or an advance payment, as a condition of lifting any suspension imposed under this clause.

2.3 Right to Terminate Services or Agreement(s)

expert reserves the right to terminate this Agreement or any related Delivery of Service Agreement(s), and/or restrict credit terms, where accounts are deemed to be in a state that is deemed to be a financial (or other) risk from expert's perspective.

A "financial risk" to expert would include: Where invoices are more than two (2) months overdue.

2.4 Debt Collection Costs

Where the Customer's accounts are sent for debt collection with an external agent, the Customer agrees to bear and pay all costs imposed on expert in relation to the collection of the debt. These costs will generally include debt collection commission charges; case opening or closing fees; and legal costs in extended cases.

3.0 Hosting Terms and Commencement

If hosting with expert Developments Ltd, Hosting Fees shall commence on the agreed go live date and shall continue on a month-to-month basis indefinitely unless expressly terminated with one months notice. All hosting charges are due and payable on the first day of each calendar month, monthly in advance.

4.0 Payment Terms

expert will not commence a project until a contract or agreement is signed and the client has been invoiced the project deposit amount as indicated on the document given to the client outlining provision of services.

The Customer must pay an invoice, or their account balance, by the Payment Due Date, which is based on the Payment Terms they have with expert at the time the invoice(s) is (are) generated. If not specified then payment terms are seven days from the date of invoice.

5.0 Quotations

Where fixed price quotations are provided, these are exclusive of GST and disbursements, and are valid for 30 days from the date of the quotation.

6.0 Estimate of Costs

Where it is not possible to provide a quotation, an estimate will be given if required. If you decide not to proceed with the matter to completion, work carried out and payments made on your behalf remain chargeable.

Any significant costs to be incurred in excess of any estimate given will be referred to the client prior to the work being undertaken.

7.0 Responsibilities

7.1 expert's Responsibilities

expert will provide each Service in accordance with the terms and conditions set out in the documentation outlining the provision of Services to you and in accordance with those overridden by any Service Level Agreement(s) that may apply.

Where expert performs work for the customer, it will ensure that competent and suitably experienced personnel carry out all work, in a professional manner and in accordance with the appropriate standards and regulations.

While expert Developments Limited will make every endeavour to ensure a fully professional approach to all work carried out, it cannot guarantee the results of recommendations as many factors are outside of our control. Consequently, expert Developments Limited shall not be liable for any consequences of the provision of services to you, except for consequences arising as a direct result of the proven negligence on the part of expert Developments Limited.

expert will provide Hosting Services with reasonable care and skill, and will use all reasonable efforts to ensure that the Hosting Services are reliable at all times, but cannot, and it does not, guarantee that the Services will be continuous or fault free except in the case of proven negligence.

expert cannot and will not be responsible for unauthorised access to our facilities or equipment or for alteration, loss or destruction of data files, programs, procedures or information of the Customers by accident, fraudulent method or equipment, any Act of God or any other method.

From time to time, expert may (and has the right to) send information and offers to the Customer about upgrades and other services offered by expert.

7.2 The Customer's Responsibilities

The Customer agrees that they will not use the Services, nor permit the services to be used in any way that is illegal, or could damage or knowingly affect expert's or any other operators network.

The Customer will ensure that all information provided to expert is accurate, and that they will inform expert promptly of any material changes to this information, including all contract information.

The Customer will use the Services for the purposes that they are provided, and in accordance with any reasonable directions given by expert.

The Customer is liable for and indemnifies expert against any costs, expenses, or damages incurred by expert as a result of the Customer failing to comply with their obligations under this clause.

8.0 Interest on Overdue Accounts

In the absence of special arrangements, we do not allow a credit facility. For that reason we reserve the right to charge interest on all overdue accounts (including fees and disbursements) at the rate specified in section 2.1 of this document.

Overdue accounts are deemed to be those accounts that remain unpaid after seven days from the date of invoice for services provided by expert Developments Limited.

Collection costs incurred by expert Developments Limited for the collection of any overdue accounts will be the responsibility of the client and all charges must be paid in full at the time of collection as per section 2.4 of this document.

9.0 Warranties

Any custom software development the client purchases from expert developments Limited has a warranty period of 60 days from the date that the acceptance confirmation for the software is issued to expert. Extended warranties are available for purchase.

10.0 Acknowledgement of Terms

This document contains the terms upon which expert Developments Limited accepts your instructions to act for you. These Terms and Conditions of Trade may be changed by expert Developments in consultation with the client.