

This document provides general Terms and Conditions and will form part of a formal Agreement we will ask you to agree to and sign when you contract us to provide services to you.

The terms “us,” “we” and “our” refer to Zen Solutions Limited; “you” and “your” refer to the Client.

Please ensure you have the most recent version of this document, available on our website at [http://www.zensolutions.co.nz/download/zen\\_terms.pdf](http://www.zensolutions.co.nz/download/zen_terms.pdf)

## 1. Graphic design

### 1.1. Corporate identity

After gathering a specification from you, our designer will develop three logo concept designs. The concept you choose will proceed to final artwork; up to two rounds of changes are included in the quoted cost. Any additional work or time required will be charged at our Client Design rate.

### 1.2. Website design

Our designer will work with you to ensure a draft design is developed which is acceptable to you. Up to three rounds of changes are included in the quoted cost; any additional work or time required will be charged at our Client Design rate.

## 2. Photography

### 2.1. Website photography

Unless otherwise specified, any quote for photography includes one visit by our photographer to your premises or another agreed location, the provision of proofs and the contracted number of final high-resolution images. The final images are licensed for any advertising use within New Zealand only.

All photography must be completed in a single session, with the possible exception of exterior premises photography (to allow for weather & lighting conditions). At our discretion (and depending on location) this may be rescheduled once at no additional cost.

### 2.2. Standard Terms

All photographic services provided by Zen Solutions are subject to the Standard Photographic Terms and Conditions of Engagement published by the Advertising & Illustrative Photographers Association (AIPA). This document can be downloaded or viewed online at

[http://zensolutions.co.nz/download/aipa\\_terms.pdf](http://zensolutions.co.nz/download/aipa_terms.pdf)

or a printed copy is available from Zen Solutions on request.

## 3. Website development

### 3.1. Responsibilities

We will be responsible for designing, developing, implementing and hosting a complete website solution as detailed in your Website Development Agreement.

The website will be professionally designed, constructed and validated to comply with modern standards including XHTML and CSS v2. As far as is practical, the website will meet WCAG 1.0 Level A accessibility requirements. These standards ensure that your website will display correctly across a wide range of browser programs, and will be search-engine “friendly”.

You will be responsible for providing your logo or other appropriate business image and any required information, content, marketing material, existing artwork or other material which you have agreed we will use.

You will be responsible for providing the text copy and any other content to be placed in the pages except where you have contracted us to do this for you.

### 3.2. Timescale

We will start work on your website when payment of your deposit is received by us, and we will commit to delivering the completed website within an agreed period. This deadline will not be considered binding if you fail to provide any required material or information within 3 working days of it being requested by us. If we fail to meet this deadline without good reason we will refund any deposit paid by you, and you may then choose to cancel our agreement without further liability on either party.

### 3.3. Acceptance and Completion

You may not refuse to accept the completed website without good reason. Once you have agreed to accept the completed website, it will then be made operational by linking your website URL / domain name to our server. This will indicate Completion of the project.

### 3.4. Termination

After Completion, you may not terminate any software Licence or Hosting service provided by us within a period of 12 months. Thereafter, you may terminate service by providing written notice of at least one month. We may suspend or terminate service at any time without notice, but we shall not do so without good reason or as required by law.

Following termination, we shall not thereafter be liable for providing any services to you.

### 3.5. Confidentiality

All communications or information received from you by us will be treated as confidential and not disclosed to any third-party except as authorised by you or required by law.

The terms of our Agreement may not be disclosed to any third-party without the permission of the both you and Zen Solutions.

After Completion, we may publish a link on our website to your website, and may provide you as a reference to future clients.

### 3.6. Ownership of Intellectual Property

You will retain copyright over all material you provide, such as artwork or copy. You will affirm that no material you provide for inclusion in the website breaches copyright or intellectual property rights of any third party, and undertake to indemnify us against any such claim.

We will retain copyright over all material we provide, including but not limited to stylesheets, server scripts, Javascript, other software and graphics except where copyright on these belongs to a third-party. You may not copy any such material other for the purpose of backup, and may not distribute it to any third party.

If your website uses specific software licensed to you by us (such as our Content Management System or a customised module), all rights over such software remain with us.

### 3.7. Warranty and Disclaimer

Your website will be designed following current professional best-practice (including a CSS-based design and XHTML structure), will be implemented as detailed in the Project Specification and Website Development Agreement, and will be hosted on a suitable server provided by us.

We warrant that the website will operate without error for a period of 90 days following Completion. We will correct without charge any original defects which become apparent during this time. This Warranty will be void if you make any modifications to the website structure or files other than to add or modify content using our Content Management System. Any work required which is not covered by this Warranty will be charged at our standard commercial rates.

We will make every effort to ensure website software operates correctly, but accepts no responsibility for any consequential loss resulting from defects, service failures, hostile action or any other reason.

### 3.8. Limitation of Liability

Zen Solutions will use its best efforts to provide a website which meets your requirements, is built to modern, professional standards and which will perform as well as possible in search-engine rankings. However, we do not accept any responsibility for information provided or published on the website by you or for any financial, legal or other losses or liabilities directly or indirectly associated with the website.

We do not accept any responsibility for the use to which the website is put by you, for its future performance in search-engine rankings, or for any perceived under-performance in visitor numbers, advertising or sales conversions or any other measure assessed by you.

We do not accept any responsibility for the nature, content or actions of any third-party website or other URL which you publish on your website.

## 4. Hosting & Licensing

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### 4.1. Hosting services

Our monthly Hosting fee provides your website with server space required to hold it, and bandwidth for the data traffic deriving from visits to the site. At no extra charge, we will manage your site logs and monitor these for problems.

If your site use regularly or significantly exceeds any of the limits on your current Hosting plan, we may charge for the excess usage and may require you upgrade to a more appropriate Hosting plan.

We will make every effort to ensure Hosting services are available continuously, but accept no responsibility for service failures beyond our control. We may suspend or terminate your Hosting service at any time without notice, but we shall not do so without good reason or as required by law.

We will maintain regular backups of your website for the purpose of disaster recovery only, and do not guarantee to recover specific data lost as a result of any actions by you, or any date older than 7 days. If such recovery is possible, we may charge a fee to do so.

### 4.2. Domain registration and DNS

For practical and security reasons, we now normally require that all new web hosting clients register their domain name(s) through Zen Solutions, and recommend that all existing clients do likewise. We will provide at least two nameservers and manage your DNS as part of this service.

### 4.3. Software Licences

Our websites use complex software we have developed to improve website functionality and enhance the experience of visitors.

This software is maintained and actively developed by us; websites hosted by us will be provided with the latest release versions of all relevant modules, and these will be normally be updated free of charge. Additional functionality which is developed may be offered at an additional cost.

If you wish to host your website elsewhere we may charge for additional costs involved in setting this up, and may charge a licence fee for the use of our software on another server.

### 4.4. Charges

Hosting or licensing charges may be varied in line with Zen Solutions current rates at any time, subject to advance notice of at least one month. These charges will be invoiced 6- or 12-monthly in advance, and must be paid by the 20<sup>th</sup> of the month following the invoice date by Electronic Funds Transfer to Zen Solutions nominated Bank Account. The rates payable will be those in effect at the time of invoice.

Any such changes will directly relate to our costs – we will never impose unreasonable increases on our clients. Our current Hosting charges are summarised on our website at

[http://zensolutions.co.nz/download/zen\\_hosting.pdf](http://zensolutions.co.nz/download/zen_hosting.pdf)