



Terms and Conditions

Table of Contents

1.	Definitions	32.	General Terms	33.	Estimates/Quotations	34.
	Process for Provision of Services and Product			45.	Payment for Service	46.
	Overseas Customers	47.	Failure by Customer to make Payment			48.
	Customer Response Time	49.	Suspension of Services			410.
	Cancellation of Services	511.	Complaints, Faults and Errors			512.
	Limitation of Liability of Provider	513.	Bugs	514.	Illegal or Offensive	
Material	515.	Copyright, Intellectual Property and Confidentiality				516.
	Disputes	617.	Costs of Enforcement	618.	Non Existent Entities	619.
	Guarantee	720.	Governing Law	721.	Assignment of Contract	
	722.	Emails set up and training	723.	Training sessions	724.	Our
customer service conditions	7					

1. Definitions

- 1.1. In these terms and conditions of trade: "Customer" means the person(s) ordering the services of the Provider. "Product" means an uploaded and completed website or webpage, and/or completed digital media product, and/or completed and printed artwork or graphic design, or any other product that results from the Services of the Provider. "Provider" means Katch Up Limited (Travelbug) as the parent company or any subsidiary. E.g. Travelbug "Parties" means both the Customer and Provider. "Services" means all consultation, plans, set-up, construction, design, implementation, hosting, maintenance and other services provided by the Provider to the Customer.
- 1.2. Headings used in these terms and conditions of trade are used as a matter of convenience only. They will not affect the interpretation of the terms and conditions.

2. General Terms

- 2.1. All quotations given and accepted by the respective parties are based on these terms and conditions of trade. These terms and conditions constitute a complete and binding contract between the Provider and the Customer.
- 2.2. These terms and conditions may only be varied by agreement in writing signed by the Provider and the Customer.
- 2.3. If any clause(s) or part of any clause(s) in these terms and conditions of trade is deemed to be invalid or unenforceable, that clause(s) or part will be deemed to be severed and the remaining clauses will be valid and effectual.

3. Estimates/Quotations

- 3.1. An estimate or quotation may be accepted by the Customer signing and returning the estimate or quotation to the Provider. Estimates or quotations may be signed by the Customer electronically e.g. Electronic signature or email confirmation.
- 3.2. For clarity, for the purposes of this clause, the word "quotation" includes all quotations and estimates and any estimate supplied by the Provider will be subject to the same terms and conditions as set out in this clause as for quotations.
- 3.3. All quotations accepted by the Customer are accepted on the terms set out in these terms and conditions of trade and constitute a complete and binding contract between the Provider and the Customer.
- 3.4. All quotations supplied by the Provider to the Customer will be based on: (a) the Customer's instructions; and/or (b) written and graphic specifications provided by the Customer; and/or (c) any other matters agreed between the Provider and the Customer at the time the quotation is provided.
- 3.5. Any quotation may only be accepted by the Customer within 1 month from the date the quotation was given, or such other time frame as is expressly stated in the quotation or estimate. If not accepted within this time the quotation will lapse.
- 3.6. After the client's acceptance of the quotation. Any variations to the instructions meaning changes to the initial written client brief confirmed by the Customer under clause 3.3 will be charged separately. Standard rates for additional work will apply, rates may vary due to circumstances e.g. Travel.
- 3.7. All prices quoted for the Services of the Provider are exclusive of GST, unless otherwise specifically stated.
- 3.8. A quotation supplied by the Provider to the Customer will be applicable to that Customer only. A quotation is not transferable or applicable to any other subsequent or related customer.
- 3.9. Where the Customer accepts a quotation from the Provider for Services of an experimental nature, the Customer will pay for those Services regardless of whether those Services produce a Product.
- 3.10. All proposals are estimates only which are based on our hourly rates, under clause 3.6, so the final price may vary. The Customer will be advised of any additional charges during the project as they arise.
- 3.11. Once the website design and brief has been signed off by the client, two rounds of minor amendments are allocated at no cost as mentioned in clause 3.12, after which an hourly rate will apply.

- 3.12. Within the first 7 days after the site goes live two rounds of minor amendments are allocated at no cost. If the amendments relate to text supplied by the client then it is their responsibility to supply corrected text post the site going live, unless the client has paid for Copywriting Services through Travelbug.
- 3.13. After the website has gone live any further changes will be quoted as a new job. A minimum charge of 1 hour will be charged for one off jobs.

4. Process for Provision of Services and Product

- 4.1. Where the contracted Services do not involve the provision of a functioning website, the Services to be provided will be as agreed between the parties in writing.

5. Payment for Service

5.1. The Customer will pay for the Services as follows:

- 5.1.1. In accordance with any payment schedule included in an accepted quotation or estimate; or
- 5.1.2. Prior to the Provider releasing the complete work if no payment schedule is included in the quotation or estimate: 100% of quotation price.

6. Overseas Customers

- 6.1. Where the Customer is not a New Zealand resident as defined in the Goods and Services Tax Act, the Customer will not pay any GST on the quotation price.
- 6.2. Where the Customer is not a New Zealand resident, acceptance of the Provider's quotation by email, internet or other electronic means will be valid and effective under clause 3.2.

7. Failure by Customer to make Payment

- 7.1. If the Customer fails to make a payment by a due date, the Provider may impose penalty interest on the outstanding amount at a rate of 10% above the official New Zealand cash rate.
- 7.2. If the Customer fails to make a payment by the due date, the Provider may remove any Services, Product or other work created from the internet server until the Customer makes full payment, including any penalty interest under clause 7.1.

8. Customer Response Time

- 8.1. The Customer must respond to the Provider's written request within:
 - 8.1.1. Fourteen (14) working days if the request is for information;
 - 8.1.2. Seven (7) working days if the request is a request for the approval of draft Product to complete a further stage.
- 8.2. The Customer must respond to the Provider's written request for approval of the final website within seven (7) working days.
- 8.3. If the Customer does not respond to the Provider's request within these timeframes, the Provider may:
 - 8.3.1. Increase the price of the Services; or
 - 8.3.2. Treat the contract as cancelled, in which case clause 10.1 will apply.

9. Suspension of Services

- 9.1. The Customer may at any time suspend the Services of the Provider by giving written notice to the Provider. The Customer will pay the Provider for all Services performed to the date of the suspension.
- 9.2. If the Customer subsequently instructs the Provider to continue providing the Services, the Provider may first:
 - 9.2.1. Require full payment for all Services performed prior to the suspension; and/or
 - 9.2.2. (Require a new contract price to be agreed if the Services have been suspended for more than twenty-eight (28) days.

- 9.3. Unless otherwise agreed between the parties, if the Customer fails to give further instructions to the Provider within seven (7) days of the date of suspension, the Services will be deemed to be cancelled.

10. Cancellation of Services

- 10.1. The Customer may at any time cancel the Services of the Provider by giving notice in writing. The Customer will pay the Provider for all Services agreed to in the quotation/ contract no later than a week after the date of the cancellation.

11. Complaints, Faults and Errors

- 11.1. Any complaint of the Customer in relation to the Services and/or Product of the Provider must be made in writing within sixty (60) days of the completion of that Service or Product.
- 11.2. The Provider will, to the best of its ability, remedy any reasonable complaint made by the Customer under clause 11.1.

12. Limitation of Liability of Provider

- 12.1. The Provider will not be liable for any loss (whether direct or indirect) caused to the Customer by any matter beyond the control of the Provider. This includes any act or omission by any third party who provides services to the Provider which are necessary for the Provider to supply the Services and Products to the Customer.
- 12.2. The Providers liability in all circumstances, including for any breach of this contract, is limited to the total cost of the Services provided from which such liability arises.

13. Bugs

- 13.1. The Customer acknowledges that "bugs" or errors are an inevitable part of computer programmes, servers and websites. The Provider will take all reasonable care to ensure that the Products are free of bugs, but will not be liable for any loss suffered by the Customer as result of the Products being affected by bugs.

14. Illegal or Offensive Material

- 14.1. The Provider will not be responsible for the content of any website produced for the Customer.
- 14.2. The Provider will not be required to create any Product that contains any material, which in the opinion of the Provider, may be illegal, offensive, defamatory, libellous or otherwise inappropriate (for example, pornography).
- 14.3. The Customer will indemnify the Provider against all costs incurred and/or losses suffered by the Provider due to any material required by the Customer in any Product being illegal, offensive, defamatory, or libellous.
- 14.4. The Provider will not be liable for any alterations made to the material in the Product once completed and handed over to the Customer that may make the material illegal, offensive, defamatory, libellous or otherwise inappropriate.
- 14.5. The Provider reserves the right to at any time remove its name, logo, contact details and any reference to itself from any Product.

15. Copyright, Intellectual Property and Confidentiality

- 15.1. The Customer and the Provider agree that when the Customer has paid to the Provider all amounts outstanding as advised by the Provider, including any penalty interest or other costs incurred in obtaining payment, the parties will own the Product and the intellectual property in the Product as follows, regardless of whether the Customer or the Provider came up with the idea for the Product:
 - 15.1.1. The Customer will own the "front-end" of the Product, being the site/system itself. The Customer will also have a perpetual licence to use the programs and code incorporated into the Product for the sole purpose of utilising the Product, with such licence transferring to anyone who acquires the Customers business and/or the Product; and

- 15.1.2. The Provider will own the designs, programs, code, and any other underlying computer systems used to create the site/system. The Provider will be able to reuse such designs, programs, code, and other underlying computer systems used to create the site/system, when creating other sites, systems, or any other applications.
- 15.2. Prior to payment of all amounts outstanding, including any penalty interest or other costs incurred in obtaining payment, the Provider will own all of the intellectual property in work or Services developed by the Provider for the Customer, including the front end of the site/system and the designs, programs, code, and any other underlying computer systems used to create the site/system.
- 15.3. Any designs, sketches, beta-copies, dummies or any other work and Services developed by the Provider on a speculative basis will remain the property of the Provider, and may not be used by anyone except with the prior written consent of the Provider.
- 15.4. The Provider reserves the right to display its name, logo, brand and contact details within the finished product, subject to the following conditions:
 - 15.4.1. If in a website, the size of the Provider's name, logo, brand and contact details will not exceed 5% of the total display size; and
 - 15.4.2. If animated, the Provider's name, logo, brand and contact details will not exceed 30 seconds of start-up display time and will not exceed 70% of the total display size; and
 - 15.4.3. If on packaging, the Provider's name, logo, brand and contact details will not exceed 5% of the total packaging area; and
 - 15.4.4. If on other products, the Provider's name, logo, brand and contact details will not cover an excessive area which detracts from the overall effect of the product; and
 - 15.4.5. The Provider reserves the right to remove its name, logo, brand and contact details completely from any Product or any Services created by the Provider.
- 15.5. Subject to clause 15.1, any information stored by the Provider on computer, disc, tape, CD-ROM or any other electronic or digital medium, shall be the property of the Provider and the Customer has no right or title to such information unless:
 - 15.5.1. The information being stored was supplied to the Provider by the Customer; or
 - 15.5.2. The Provider and the Customer make an alternative agreement in writing.
- 15.6. If the Provider purchases any software licence on the Customer's behalf and in the Customer's name, the Customer will own the software licence notwithstanding that the Provider purchased it for the Customer.

16. Disputes

- 16.1. Any disputes arising out of this contract will first be attempted to be resolved by the Provider and the Customer through good faith negotiations.

17. Costs of Enforcement

- 17.1. The Customer will be liable for, and will indemnify the Provider for:
 - 17.1.1. All costs incurred by the Provider in enforcing its rights under this contract;
 - 17.1.2. Any losses suffered, costs incurred by the Provider (whether directly or indirectly) as a result of the Customer breaching any term of these terms and conditions.
- 17.2. Any costs incurred or losses suffered by the Provider will be payable by the Customer upon demand.

18. Non Existent Entities

- 18.1. It is intended that the Customer is a legal entity. If that legal entity does not exist, the person(s) who accept(s) a quotation will be personally liable (if more than one, jointly and severally) for all amounts payable.

19. Guarantee

- 19.1. Where the Customer is a company or a trust:
- 19.1.1. The directors or trustees entering into these terms and conditions of trade on behalf of the Customer will jointly and severally guarantee all payments to be made by the Customer;
 - 19.1.2. The Customer and the guarantors will be jointly and severally liable under these terms and conditions of trade.

20. Governing Law

- 20.1. These terms and conditions of trade shall be governed by and interpreted in accordance with the laws of New Zealand.
- 20.2. Subject to 20.3 any proceedings arising out of or in connection with this agreement must be brought in any court of competent jurisdiction in New Zealand.
- 20.3. The submission by the parties to the New Zealand jurisdiction shall not limit the right of the Provider to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate.

21. Assignment of Contract

- 21.1. The Provider may only assign its rights and obligations under this contract in the event that the Provider sells the Provider's business.

22. Emails set up and training

- 22.1. This is not included in the initial costings. We can set up emails and configure email clients for you. This service will be an extra cost.

23. Training sessions

- 23.1. This is not included in the initial costings. Website training sessions are charged on an hourly basis.
- 23.2. Ongoing website support will be given for minor changes. Examples of a minor changes would be updating the contact details, minor text content. More involved changes to the website will be charged on an hourly rate. An example of a more involved change would adding new pages or modifying the content/copy layout.

24. Our customer service conditions

- 24.1. For ongoing clients who require us to maintain or upload information to their sites regularly, the first 15 minutes of correspondence including the job at hand will be free of cost, after which we will charge in 15 minute slots. This includes phone conversations which are limited to once a week.
- 24.2. For urgent requests please contact us before 12 noon during business hours. Email is the best form of contact followed by a phone call.