

Tin Soldier Limited Terms & Conditions

These terms and conditions apply to the contract between Tin Soldier Limited (us or we) and “you”, our customer unless otherwise agreed in writing.

You:

- have the authority to enter into this contract on behalf of yourself, your company or your organisation;
- will give us everything we need to complete the project as and when and in the format we need it;
- will review our work, provide feedback and approval in a timely manner;
- pay us in accordance with the payment schedule set out in this contract;
- agree if there is no payment schedule, or if there are any additional services outside the standard project works, our standard charges will apply and payment is due on the 20th day of the month following the month of invoicing;
- acknowledge GST is payable on our charges;
- agree a surcharge is payable on any credit card payments to reimburse us for the cost to us;
- authorise us to carry out credit checks on you;
- acknowledge we may impose credit limits, which may be varied from time to time and if you exceed the credit limit, we may cease working on your project until payment until your account is back within the credit limit.
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We:

- have the experience and ability to do everything we’ve agreed with you;
- will do it all in a professional manner;
- will endeavour to meet every deadline that’s agreed (but will not be responsible for delays due to events beyond our control);
- may sub-contract services (but if we do we will remain responsible for performance); and
- will maintain the confidentiality of the project and everything you give us.

Payments

- If you do not pay on the due date for payment we may cease working on your project until payment is made. If we do that, the contract delivery dates may be delayed as a consequence.
- If you do not pay on the due date for payment you will reimburse us for any collection costs incurred and pay interest on the overdue amount at the rate of 2% per month or part month.

Changes and revisions

- Any price quoted to you is based on the length of time we estimated we will need to accomplish the scoped work.
- If you want to change anything or add something new our standard charges will apply.
- Support and/or troubleshooting assistance for any third-party plugins, video/site links, extensions, template themes or any other software products/issues that may have expired or require upgrading is considered a change and our standard charges will apply.
- If you want to terminate our services you may, but in that event you will pay us for all work done by us up to the date of termination.

Content

- We’re not responsible for writing or inputting any text copy. You will do that.
- If you would like us to write new content or input text for you, we can provide a separate estimate for that.
- You are responsible for ensuring all content provided to us for use will not:
 - a. infringe any person’s Intellectual Property Rights or other legal rights;
 - b. breach any laws or regulations; or
 - c. give rise to a cause of action against any person,
- in each case under any applicable law.

Copyright and intellectual property

- You guarantee that all elements of text, images or other artwork you provide are either owned by you, or that you have permission to use them.

- We will continue to own the unique combination of these elements that constitutes a complete design and unless agreed otherwise we will license that you, exclusively and in perpetuity for the scoped project.
- Third Party Works will be licensed to you under the relevant licensor's standard terms and conditions for online use, or on licence terms notified by us to you.
- When your final payment has cleared, copyright will be automatically assigned as follows:
 - a. You will own the visual elements that we create for your project.
 - b. We will give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy.
 - c. You own all elements of text, images and data you provided, unless someone else owns them.
 - d. We grant to you a non-exclusive irrevocable perpetual worldwide license of all copyright and other Intellectual Property Rights in the scripts for the purposes of:
 - publishing, operating and marketing the solution
 - backing-up the solution;
 - updating and adapting the solution,
- you may sub-license these rights for these purposes.
 - a. We may include a site credit together with a link to our website on each page of your website and reserve the right to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Web browser testing

- We test our work in the latest 2 versions of major desktop browsers (as supported by Google).
- We won't test in other older browsers unless you specified otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Warranty

- We give a 30 day warranty on all services from the date of delivery (unless otherwise agreed in writing). This is for debugging (if required) and ensuring the services delivered are fully functional.
- The warranty period is for the completed work we were contracted to perform & does not include additional work, modifications, customisation, functionality changes, or unrelated repairs.
- If your website is not hosted or managed by us then we provides no warranty period but we will continue to provide support on a time billed basis.

Legal

- We can't guarantee that our work will be error-free and so we will not be liable to you or to any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages.
- In no circumstance will our liability to you for any matter exceed the charges paid by you.
- If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.
- You agree the provisions of the Consumer Guarantees Act 1993 are expressly excluded from our contract.

Disputes

- In the event of any dispute arising out of the contract between us:
 - a. we will meet to discuss the dispute and use our best endeavours to see if it can be resolved between us;
 - b. if we do not resolve it we will jointly instruct a facilitator to facilitate resolution. Again we will both use our best endeavours to seek resolution;
 - c. if that fails we will mediate the dispute.
- Our contract is subject to New Zealand Law and jurisdiction.