

Terms and Conditions

Sno	Text
1	It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a client orders a product or service or accepts an estimate or quote, then the Client will be deemed to have satisfied themselves as to the terms herein and have accepted these terms and conditions in full. Acceptance of any given estimate/quote by MIDS can be made over email confirmation, document signing or through our online website form. Please read these Terms and Conditions carefully. Any acceptance to purchase or use our services implies that the Client has read and accepted our Terms and Conditions. In the event of any breach of this contract by MIDS the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Services. MIDS Limited reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which MIDS Limited notifies the Client of such change.
2	MIDS will not refund any project cost once the client authorizes us to proceed with the project.
3	A deposit of 50% of custom design or development fees are payable in advance before any work commences. This fee is non refundable. At the completion of the design mock-up stage, you may cancel without incurring further expense. Payment of the remaining 50% is required once you authorise us to complete the job. Receipt of this payment is due before the design can be made live.
4	The estimate provided by MIDS to our esteemed customers will have a validity period of 5 business days before it is accepted. After this period we have the right to rework on our estimates if the need so arises.
5	50% of the project cost to be given by the client at the time of commencement of the project. Remaining 50% should be provided once the design is made and the mockups are accepted by the client. For any further conditions please refer to the project proposal specific to the project. The client should assign a person as a single point of contact for us to do the project. We will be primarily interacting with him/her for all project related requirements and communications.
6	The initial two meetings are always free of charge, any subsequent meetings are chargeable and additional to any project estimates.
7	We reserve the right to hire subcontractors on any given project should the need arise.
8	At MIDS we understand the importance of completing projects in a timely manner. However, any delays incurred by the client will cause a subsequent and equal delay in any agreed schedules, and will impede our ability to meet any deadlines previously agreed to at the beginning of the project. The client agrees to make available as soon as is reasonably possible to MIDS all materials required to complete the site to the agreed standard and within the set deadline. The failure to provide information by the client will result in delay. In case of a significant delay, we reserve the right to impose a surcharge on the client's project. We will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
9	Should any project be inactive for a period of 30 days (or more) due to any client related delay, a reestablishment fee of [9% of Project cost] + GST will apply in order to cover time spent becoming reacquainted with the requirements of the project. A client related delay includes failure to pay invoices within the required timeframe. It also includes client not providing necessary information for the work to proceed, delay in decision making etc.
10	Upon completion of the project and upon full payments for services rendered, MIDS will transfers all rights and ownership of custom designs to the client. Software and third party graphics or programs are not transferred to the client, and remain under copyright of their respective owners or publishers. MIDS reserves the right to resell custom designed websites that remain unpaid by the original client. We also reserve the right to resell unaccepted mock-ups or other graphics created, or code written by us. MIDS also reserves the right to display websites and graphics that have been designed and/or built by us in our website and in any marketing material. MIDS 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. The source code created by us will remain our intellectual property and will not be transferred.
11	If MIDS is unable to communicate with a client on a project for an extended period of time (5 business days or more) – by phone or email, the project will be put on hold. Any previously agreed to timeframes or deadlines will be null and void and will need to be reassessed upon the resumption of communication.
12	Unless sales director's consent /approved, arranged and agreed by MIDS Limited and the client in writing then the following terms will apply: <ol style="list-style-type: none"> <li>1.Any deposit paid to MIDS Limited is non refundable.</li> <li>2.Payments on money owing are to be made by the agreed date(normally 20th) of each month.</li> <li>3.MIDS Limited may retain your payment details for further transactions and payments.</li> <li>4.Late payments may occur in services being lost, suspended or cancelled which is beyond MIDS Limited's control in most instances due to third party involvement. Additional charges may be incurred for reconnection of certain services.</li> <li>5. MIDS Limited reserve the right to charge administration and service fees where applicable. Our standard late payment fee is \$50 + GST per month the amount owing is late.</li> <li>6.We may decide to sell any assets of the website including any content &amp; domain names to recover any costs we have incurred in the process of consulting and building the websites wherever we see fit should any of our payment terms not be met.</li> <li>7.There are no refunds in any circumstances made by MIDS Limited to any client, company, person or otherwise for any reason whatever.</li> <li>8.If an invoice has not been paid within 60 days of the date of issue, all services relating to that invoice shall be suspended. These services shall be reinstated once payment (in full) has been made but may incur a re-establishment fee.</li> <li>9.For payment purposes completion is deemed to be the date at which MIDS supplies the client with a live preview link to the working website or application, not launch. By agreeing to work with us you agree to stick to these payment terms, with no exception. The client accepts that no website or application may be launched live without full payment being made.</li> <li>10. Any campaign payment will be paid monthly in advance by direct debit to MIDS Limited nominated bank account.</li> </ol>
13	Services purchased from MIDS are provided "as is" without warranty of any kind. In no event shall MIDS be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of their website, applications, services, web hosting and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, applications, services, and/or goods provided to the client. The entire risk as to the quality and performance of the websites/services/applications rests with the client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
14	The client may have change requests or additional feature requirements that may come up during project execution or while the project is live and under support. We will assess your change/additional requirements and let you know the implications in terms of technical, financial and timelines. If these conditions are mutually agreed then we will proceed with the change. The payment (if required) has to be done before the commencement of the development effort for change.
15	From time to time the government entities enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that The Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend MIDS and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Clients exercise of Internet electronic commerce.
16	We will NOT provide FREE support and/or troubleshooting assistance for any third party materials, plugins, video/site links, extensions, template themes or any other software products/issues that may have expired or require upgrading. "Third Party Materials" means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration. "Deliverables" means the services and work product specified in the proposal to be delivered by MIDS Limited to Client.
17	All MIDS services may be used for lawful purposes only. The Client agrees to indemnify and hold MIDS harmless from any claims resulting from the Client's use of our service that damages the Client or any other party.
18	MIDS cannot accept responsibility for any alterations caused by a third party occurring to the site pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

19	MIDS.CO.NZ's Trademarks. MIDS.CO.NZ, MIDS and other trademarks, service marks, and other logos, products and service names as indicated by us, are trademarks of [Mention the company name here]. (the "Trademarks"). Except as otherwise permitted by law, you agree not to display or use in any manner the Trademarks without the prior written consent of [Mention the company name here].
20	The Client may conduct the acceptance tests on the deliverables as soon as possible after installation to ensure that they perform in accordance with the proposal. If a deliverable does not pass the acceptance test, we will correct the failure. The Client may then repeat the acceptance test. Such processes shall continue until the relevant deliverable passes the acceptance test. Once a deliverable is given for acceptance test, we expect a response on this within 5 working days beyond which we will consider that the deliverable is accepted.
21	MIDS provides maintenance and enhancements services for its clients; however any maintenance or updates are outside the scope of the project. When updates are required MIDS will provide separate quotes for this work.
22	We will provide at least 14 days notice of a domain name renewal date. Domain name fees must be paid within five business days of their expiry date, or your website will go offline due to non payment. You will lose registration rights if you fail to pay your outstanding fees within 90 days after that time.
23	In addition to these Terms, for domain name registrations of ".nz" domains you are also bound by and you agree to comply with the New Zealand policies published from time to time at <a href="http://www.dnc.org.nz/policies">http://www.dnc.org.nz/policies</a> . If you have a .nz domain, then, by entering into this agreement with MIDS, you acknowledge that you have read and understood the current policies.
24	These terms of trade are governed by New Zealand Law and any dispute will be subject to the jurisdiction of the New Zealand Courts in Auckland.
25	A link to MIDS Limited website link will appear in small type at the bottom of the website. The link will simply state, "Website by MIDS Limited". This link may not be modified at any time without written consent/approval.
26	The project estimate includes MIDS Limited's fee only. Any and all outside costs will be billed to Client unless specifically otherwise provided for in the Proposal. All stock resources are additional to the quote unless explicitly stated. These includes such items as fonts, stock images, icon sets, templates, plugins and other external resources.
27	<ol style="list-style-type: none"> <li>1. In case we have to travel to your site for any support requirement, the travel cost will be charged at \$100 per hour plus petrol based on \$2 per kilometer.</li> <li>2. Our hourly rate for website updates and ad-hoc support requests is \$100+GST per hour billed or any part thereof.</li> <li>3. Accommodation and any other expenses will be charged as extra but in all instances MIDS will seek approval from the Client.</li> </ol>

**Definitions**

1	"Deliverables" means the services and work product specified in the proposal to be delivered by MIDS Limited to Client.
2	"Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by MIDS Limited to the Client.
3	"Services" shall also mean all services supplied by MIDS Limited to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Services as defined above).