

## **Netspeed Canterbury Ltd Terms and Conditions**

### **Section 1 - Definition of Terms**

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires:

"NetSpeed", "F1", "F1 Internet Solutions", "us", "we" and "our" means NetSpeed (Canterbury) Ltd;

F1 Internet Solutions is a division of NetSpeed (Canterbury) Ltd;

"Service", means your Broadband Connection, Broadband Installation, Web Design, Internet Hosting and any other goods and or services provided by NetSpeed (Canterbury) Ltd;

"Client" and "You" and "Your" means the party or parties who enter into this agreement with NetSpeed (Canterbury) Ltd;

### **Section 2 - Scope of Services**

We reserve the right to modify, enhance and withdraw the Service upon these Terms and Conditions and alter policies and service guidelines we may issue at anytime and without notice.

### **Section 3 - Terms of payment**

In consideration of us providing you with the Goods and/or Service, you agree to make payment of your relevant account charges within 15 days of receipt of your invoice with exceptions that

- payments for all monthly services (Broadband, Web Hosting, VOIP etc) and new websites must be paid in advance of the provision of the services,
- payment for any goods and/or services relating to installing our Broadband and VOIP product ranges is due immediately on delivery or provisioning.
- payment for any goods and/or services relating to our Hotspot product range is due prior to dispatch or provisioning.

No payment receipts or statement of account are issued unless specifically requested or required except in the circumstance that your payments have fallen outside our payment terms.

We reserve the right to suspend any services and/or charge interest on outstanding amounts and/or recover any goods where payment for those goods and/or services has fallen outside our payment terms.

We do not offer refunds of less than one month's internet connection or hosting fees.

For new accounts cancelled in the first month we will charge the first month's service fees as well as a \$60 service fee .

If we need to hand your account over to our debt collection agency for collection you will be liable for these collection costs.

We reserve the right to release and publish a client's trading and contact details in any way and to any person or business as we see fit where payment for goods and or services purchased has fallen outside our payment terms.

## **Section 4 - Validity of the agreement**

Either party may terminate the agreement on 10 working days written notice to the other party without cause.

We reserve the right to cease immediately, without liability, to provide the Service and to terminate the agreement if you should go into liquidation or bankruptcy or if you fail to comply with any obligation in accordance with these Terms and Conditions or any policy or service guideline.

## **Section 5 - Liabilities**

### **(A) Personal & Home Use Clients**

If you are using our Service for personal domestic or household purposes, the Consumer Guarantees Act will apply and nothing in these Terms and Conditions shall derogate from that. Thereafter all statutory and implied warranties which can be excluded are deemed hereby to have been excluded to the fullest extent possible.

### **(B) Business Clients**

If you are using our Service for any purpose in respect of which the Consumer Guarantees Act does not apply then you agree that the Act and all other statutory or implied warranties will not apply to this contract with you and they are excluded to the fullest extent possible.

### **(C) General Liability Provisions**

Subject to the foregoing the following provisions shall apply to all contracts between us and a client:

(a) You agree we will not be liable under any circumstances for any or all special, indirect or consequential damages (including without limitation loss of profits) that result from a breach or a failure or any act or omission on our part.

(b) You agree our maximum liability under all circumstances for any event or occasion causing you loss or damage shall be the aggregate fees paid by you during the month immediately preceding the event or occasion causing the loss or damage.

(c) We will not be liable for any third party claims and/or third party costs, losses, expenses and/or damages whether brought against us or you and which relate to your goods and/or services. Further you will agree to fully indemnify us, our employees, owners and directors, against all such third party claims, costs, losses, expenses and/or damages including all reasonable legal costs of and incidental to NetSpeed (Canterbury) Ltd and/or its owners, employees and directors defending themselves.

## **Section 6 - Force Majeure**

Neither party to this agreement shall be responsible for failure to fulfill its commitments in this agreement if such failure is due to any circumstances outside its reasonable control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage, technological deficiency in the Internet or similar.

## **Section 7 - Governing law**

This agreement shall be deemed to be an agreement made in New Zealand and shall be subject to, governed by and interpreted in accordance with the laws of New Zealand.

## **Section 8 - Website Content and Domain Name Registrations and Renewals**

You agree to abide by all policies and service guidelines we issue from time to time regarding the Service and any modification from time to time as may be deemed necessary by us.

You agree that any domain name registered on your behalf will be automatically renewed on the annual renewal date (subject to your account with us being in order) unless you direct otherwise at least 7 days prior to the annual renewal date.

You agree that any domain name registered on your behalf will be additionally subject to the appropriate Domain Name Terms and Conditions of service

[.nz terms & conditions](#)

[TLD terms & conditions](#) (.com etc)

## **Section 9 - Broadband, VOIP and Hotspot Services**

You agree to abide by all policies and service guidelines we issue from time to time regarding the Service and any modification from time to time as may be deemed necessary by us.

You agree that any Broadband, VOIP and/or Hotspot services will be additionally subject to the Netspeed Data Ltd [terms and conditions](#) of service.

## **Section 10- Miscellaneous**

This agreement shall become effective on the date of your order being submitted to us for the Service.

You shall be deemed to have read this agreement and agree to be bound by this agreement. This agreement shall supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Compounding interest rate on overdue accounts will be calculated at 2%, of the outstanding amount, per month.

## **Section 11 Assignment**

You agree that we may without notice or warning to you, sell transfer or assign our interest in this Agreement with you, to a third party. Every reasonable endeavor will be made to notify you by email of an assignment at your last notified contact email address but we will not be liable in any way nor prevented from assigning our interest in this Agreement if we fail for any reason to provide notice to you.