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Terms of Service



WEVISIT – TERMS OF SERVICE

1. BINDING CONTRACT

- 1.1 This Contract is made between WeVisit Limited (**WeVisit, we, us and our**) and you, the registered user of the WeVisit Platform (**you and your**).
- 1.2 This Contract will come into effect on the date that you sign it by entering your initials via the WeVisit Platform, or as otherwise agreed in writing with us.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In addition to the terms defined in clause 1, the following definitions apply in this Contract:

Business Day means any day (other than a Saturday, Sunday or public holiday, as that term is defined in section 5(1) of the Holidays Act 2003) on which registered banks are open for general banking business in Christchurch, New Zealand.

Fees means the fees payable by you to WeVisit for the Services, as specified in the WeVisit Platform.

Intellectual Property means all intellectual property, proprietary and industrial rights (whether existing in statute, at common law or in equity) arising in connection with WeVisit's business.

Representatives means:

- a. any director, officer or employee of, or subcontractor to, WeVisit; and
- b. any related company (as that term is defined in section 2(3) of the Companies Act 1993) of WeVisit.

Required Access means all access required by us (or our Representatives) to the premises, place or location where the Services (or relevant part thereof) are to be provided to you or the Service Recipient (as the case may be).

Service Expenses means all expenses, materials, products, parts, components and replacements necessary or required in order to complete the Services.

Service Recipient means the person or persons, or class of persons, who you have specified via the WeVisit Platform as the beneficiary of our Services.

Services means the services to be provided by WeVisit to you, as specified in the WeVisit Platform.

Parties means you and WeVisit together, and **Party** means either you or WeVisit individually.

WeVisit Platform means the designated platform for our customers to purchase our Services, as located on our website at www.wevisit.co.nz.

- 2.2 The following rules of interpretation apply in this Contract:

- a. References to **persons** include natural persons, companies and any other body corporates (wherever incorporated) and unincorporated bodies (wherever formed).
- b. References to **this Contract** means this Contract as amended and/or replaced from time to time.
- c. References to **clauses** are to those in this Contract.
- d. A **gender** includes each other gender and the **singular** includes the plural and vice versa.
- e. References to the words **including, include** or similar words are not to be construed as implying any limitation and are deemed to have the words without limitation following them.
- f. References to a **statute or statutory provision** means a New Zealand statute or statutory provision as amended, consolidated and/or replaced from time to time.
- g. References to **written or in writing** shall include all modes of presenting or reproducing words, figures and symbols in a visible form (including via email and the WeVisit Platform).



3. SERVICES

- 3.1 We agree to carry out the Services at the time and location as agreed with you via the WeVisit Platform and in accordance with the terms of this Contract.
- 3.2 Upon registering with us as a customer via the WeVisit Platform, you agree that all information you have submitted (and will submit) is true, accurate, current and complete in all respects, and you will promptly notify us via the WeVisit Platform of any changes to such information in order to ensure that it remains true, accurate, current and complete in all respects.
- 3.3 In our performance of the Services, we will:
- a. exercise all due care and skill;
 - b. carry out the Services in a prompt, efficient and workmanlike manner; and
 - c. show the utmost respect and courtesy to you and all Service Recipients.
- 3.4 You agree to provide reasonable support and direction to WeVisit to enable us to provide the Services.
- 3.5 You hereby warrant, represent and covenant that you have obtained (and will at all times during the term of this Contract have obtained) the full consent and authority of the Service Recipient to giving us (and our Representatives) all Required Access and you will, if required by us, promptly provide written evidence of the same.
- 3.6 You agree that we shall be permitted (in our sole discretion) to subcontract any person to provide all or any part of the Services at any time.

4. FEES

- 4.1 In consideration for our provision of the Services, you will pay to us the Fees for all Services that we perform.
- 4.2 You will reimburse us for all Service Expenses incurred by us in performing the Services, provided that:
- a. you or the Service Recipient have approved in writing the scope or details of any such Service Expenses before they are incurred; and
 - b. we provide all relevant receipts in respect of such Service Expenses.
- 4.3 The Fees and Service Expenses properly incurred under clause 4.2 will be paid to us by you:
- a. into our nominated bank account in the manner specified on the WeVisit Platform (which may, for the avoidance of doubt, be via direct debit from the credit card which you have provided to us for this purpose); and
 - b. at the times specified on the WeVisit Platform.
- 4.4 You agree that our refund policy on the WeVisit Platform will apply in respect of our obligation (if any) to refund you any Fees.

5. LIMITATION OF LIABILITY

- 5.1 Our liability under this Contract, whether arising in contract, tort (including negligence) or otherwise, is limited to the aggregate sum of the Fees paid by us to you over the 6 months prior to the date when the liability arose.
- 5.2 You agree that we will not be liable for any losses, damages, costs, actions, proceedings, claims or demands which result from us (or any of our Representatives) not being able to perform or complete the Services (whether in whole or in part) as a result of any person (including any Service Recipient) refusing to provide us (or any of our Representatives) the Required Access.
- 5.3 Without limiting clause 5.1, we shall not be liable for any indirect, consequential or special loss or damage, loss of revenue, economic loss or damage, loss of business or profits or anticipated business or profits, loss of goodwill, loss of anticipated savings or for any business interruption, whether or not that loss was, or ought to have been, contemplated by us.



6. INTELLECTUAL PROPERTY

- 6.1 You agree that all Intellectual Property (together with any improvements, enhancements, modifications and adaptations to the same) shall be and remain solely owned by us.
- 6.2 The provisions of this clause 6 shall survive the termination of this Contract.

7. TERMINATION

- 7.1 The Parties may at any time mutually agree in writing that this Contract will terminate.
- 7.2 We may terminate this Contract for any reason, and with immediate effect, by giving you written notice of termination.
- 7.3 You may terminate this Contract for any reason by giving us not less than 10 Business Days' written notice of termination.
- 7.4 Upon termination of this Contract (for whatever reason), you will promptly:
- a. deliver to us all property, materials or equipment belonging to or concerning us or any property owned by us in your possession or control; and
 - b. pay to us all sums due and owing by you under this Contract.
- 7.5 Termination of this Contract will not affect any accrued rights or obligations of any of the Parties.
- 7.6 The Parties agree that the provisions of this clause 7 shall survive the termination of this Contract.

8. NOTICES

- 8.1 All notices and other communications to be given under this Contract must be in writing and be addressed to the Party to whom it is to be sent at the physical address or email address from time to time designated by that Party in writing to the other Party for such purpose.
- 8.2 Any notice or communication given under this Contract shall be deemed to have been received:
- a. at the time of delivery, if delivered by hand;
 - b. three Business Days after the date of mailing, if sent by ordinary post within New Zealand;
 - c. 10 Business Days after the date of mailing, if posted or delivered overseas; or
 - d. if sent by email or via the WeVisit Platform, on the date and time at which it enters the recipient's information system, as evidenced (if necessary) in a confirmation of delivery report from the sender's information system which indicates that the email or message was sent to the recipient.
- 8.3 Any notice or communication received or deemed received after 5.00pm or on a day which is not a Business Day in the place to which it is delivered, posted or sent will be deemed not to have been received until the next Business Day in that place.

9. GENERAL PROVISIONS

- 9.1 This Contract constitutes the entire agreement of the Parties relating to the matters dealt with in this Contract and supersedes and extinguishes any previous agreement, discussions, negotiations, promise, assurance, warranty and representation (whether oral or written) between the Parties in relation to such matters.
- 9.2 The Parties each warrant and represent that they have full power and authority to enter into this Contract.
- 9.3 You may not assign or transfer, or purport to assign or transfer, any of your rights or obligations under this Contract without our prior written consent.
- 9.4 No Party will be deemed to have waived any right under this Contract unless the waiver is given in writing by that Party.
- 9.5 We may from time to time, by written notice to you, amend, supplement, vary, or replace the terms of this Contract provided that such it does not materially affect or prejudice your existing rights under this Contract.



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- 9.6 If any provision of this Contract becomes invalid or unenforceable, the remainder of this Contract will remain valid and enforceable to the fullest extent permitted by law.
- 9.7 The rights and remedies set out in this Contract are cumulative and not exclusive of any other rights or remedies provided by this Contract, whether at law or in equity.
- 9.8 We shall be entitled to set-off any payment due to be made by us to you against any liability owed to us by you under this Contract.
- 9.9 This Contract will be governed by and construed in accordance with the laws of New Zealand and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to this Contract.