

2015 - Terms & Conditions (Friends of Voyager)

(These are the Standard Terms & Conditions associated with our Friends of Voyager plans.)

1. I Accept

By selecting the "I Accept" button, you are signing this Agreement electronically. You agree that your electronic signature (hereafter known as the E-Signature) is the legal equivalent of your manual signature on this Agreement.

2. Definitions

"we", "our", or "us" refers to Voyager Internet Limited, and "you" or "your" refers to the Customer.

"Service", "Services", "Product", or "Products" shall refer to all goods and services of any kind that we provide to you as specified in a Service Agreement.

"Service Agreement" means "Your chosen package" Service Agreement which is not confirmed by us until we accept and confirm your order and verify that the requested Service and installation method is available.

"Commencement Date", unless otherwise specified, means the date on which we notify you that the Service is available.

"Terms" means "Your chosen package" Business Terms.

3. Our Charges

The cost ("Charges") for each Product or Service shall be outlined in a Service Agreement and shall begin from the Commencement Date, regardless of when they begin to be used. You are liable for all Charges regardless of who uses the Product or Service. If Services are provided for a specific term and that term has ended, then we will continue to charge you on a month to month basis for that Service unless we agree to a new term. You shall remain liable for those Charges and these Terms shall continue to apply.

4. Billing & Resale

We will send you an invoice for the Charges at the end of each month, which you will pay without deduction (other than validly disputed amounts) on the 20th day of the month following ("the Due Date"). Unless agreed otherwise, fixed charges are payable in advance, and other charges are payable in arrears.

Part payment of any invoice will not amount to full and final settlement and the remainder of your invoice will remain due on the Due Date.

Unless we explicitly agree in writing, you are not permitted to resell any Product or Service and you affirm that you are the end user.

5. Disputed Accounts

You agree that unless you dispute a Charge prior to the Due Date, then you accept that Charge as valid and agree to pay it in full and without deduction. If you dispute a Charge, you must notify us immediately and without delay. We will investigate the dispute, and while we are doing this you do not need to pay the disputed amount, but are required to pay any amount due that is not disputed. If we agree with your assessment, we will issue an amended invoice without delay. If we do not agree with your assessment and you still dispute the account, then you agree to submit the dispute for final and binding resolution to a mediator appointed by the Chair of LEADR New Zealand Inc in accordance with their standard mediation agreement.

6. Overdue Accounts

If you do not pay an invoice by the Due Date, we may charge you interest at 10% per annum on the unpaid amount from the Due Date until the date you pay it. Interest shall be calculated and compounded daily. You must also pay any costs that are incurred by us or our agents in recovering the money that you owe us.

We reserve the right to suspend or restrict any Service that we provide for you until payment is made in full, and you will continue to remain liable for all Charges.

This section does not apply to the portion of any invoice that is validly disputed.

7. Subcontract & Assignment

We may, at our sole discretion, subcontract any or all of our obligations under this or any other Agreement you have with us without your consent, provided that we will remain ultimately responsible to you for carrying out those obligations. You may not assign or have someone else perform your side of any agreement with us without our prior written consent. We may assign or have someone else perform our side of any agreement we have with you.

8. Changes to these Terms

We may change these Terms from time to time, and will provide you no less than 30 days written notice when we do so. We may further change any Service Agreement, provided that we are providing the same or equivalent Products or Services for the same or lower cost. If any change to our Terms or Service Agreement is seriously detrimental to you, then you may elect to terminate the affected Service without penalty or fee.

9. Confidential Information

All Product & Service information and pricing that is not on our website is to be treated as confidential and shall not be disclosed to any other party unless we agree to this in writing. You must also not disclose any commercially sensitive information that you receive from us, unless we agree to this in writing.

10. Termination

We require 30 days written notice for the termination of any Service. If that Service is being provided to you for a specific term and you cancel within that term, then you must also pay us a penalty fee of \$195.00, unless explicitly stated otherwise in the Service Agreement. Either party may terminate any or all Services immediately and without penalty if the other party:

- materially breaches these Terms; or
- (or its directors/principals) goes into liquidation, bankruptcy, or receivership; or
- has a receiver or statutory manager appointed over any or all of its assets; or
- is removed from the Companies Register, is dissolved, or dies; or
- commits an act of fraud, theft, or dishonesty that impacts the other party.

If we require consent from owners of any site for access in order to supply you with a particular Service and the owners of that site withdraw such consent or request us to remove our equipment, then we may terminate the Service provided to you by written notice with effect of the date on which access to the site will be unavailable to us. You acknowledge and accept that we will not be liable to you in any way for failure to supply any Service where we terminate such Service under this provision.

Termination due to breach of these Terms will not affect other rights and remedies. If Services are terminated due to breach, then you agree to pay us any monies owing (including any applicable penalty fee of \$195.00, unless explicitly stated otherwise in the Service Agreement) and immediately return any equipment owned by us or provide us access to retrieve our equipment.

11. Our Equipment & Access

We will supply and install any equipment needed to provide the Services, unless agreed otherwise. Acquiring our Products or Services does not give you any proprietary rights to any part of our network or equipment.

You agree to provide a safe and secure operating environment for our equipment; follow our directions when connecting anything to our network or equipment; not damage or interfere with our equipment; and notify us as soon as reasonably practicable if there is any failure of or damage to our equipment.

You agree to pay for any damage or loss to our equipment caused by any reason other than normal wear and tear.

You agree to provide us access to any premises where our equipment is located or due to be located for the purposes of installing, maintaining, replacing, or retrieving that equipment. We will endeavor to provide at least 24 hours' notice of requiring access to your premises.

12. Invalidity and Severance

If any provision of these Terms is unlawful and/or unenforceable, then it will be severed from the rest of these Terms which shall remain in force. Each provision of these Terms is separately binding.

13. These Terms

These Terms supersede all prior Terms. The termination of Services with us does not affect any rights and responsibilities that are intended to continue or come into force after such termination.

14. No Partnership & No Third Party Rights

Nothing in these Terms is deemed to constitute either party as partners, agents, or legal representatives of the other. Neither you nor we intend to create rights in or grant remedies to any third party as a beneficiary of these Terms or any Agreement with you, and these Terms or any Agreement with you shall be for the sole and exclusive benefit of you and us.

15. Pricing includes GST

Unless explicitly stated otherwise, all pricing quoted to you by us includes New Zealand Goods and Services Tax of 15%.

16. New Zealand Law

All Products and Services are provided to you under New Zealand law. You may take action against us only in a New Zealand court or tribunal with the appropriate jurisdiction.

17. Service Interruptions

We do not guarantee that the Services provided will be free from interruptions. We reserve the right to temporarily suspend the Services or restrict access to our network for planned and unplanned maintenance or repair. We will be available to fix any service interruption in accordance with the Service Levels and will use reasonable endeavours to minimise their duration. There is no charge for this except where you (or anyone for whom you are responsible) cause the interruption.

18. Consumer Guarantees Act

1. If you are acquiring the Services for the purposes of a business, or if you indicate to us you are doing so, then you agree that the provisions of the Consumer Guarantee Act 1993 do not apply to any Services we provide to you under this Agreement.
2. If you are acquiring the Services other than for the purpose of a business, then you may have the benefit of statutory guarantees under the Consumer Guarantee Act 1993. If the Act applies to you, all rights that you have under it will apply in addition to the rights set out in this Agreement.

Service Level Agreements (SLAs) are subject to change. For current SLAs please see the specific product descriptions on our website. DSL and some Fibre services are 'best effort' for service product.