

FatWeb Terms & Conditions

FatWeb Limited · NZBN 9429041098059 · fatweb.co.nz · Last updated 27 October 2026

1. About these terms

1.1 These terms apply to all services supplied by FatWeb Limited (NZBN 9429041098059), an Academy Group company ("FatWeb", "we", "us"), to the client named on the Sales Order ("you").

1.2 The agreement between us is made up of the Sales Order and these terms. If they conflict, the Sales Order applies.

1.3 These terms start on the date you sign or accept a Sales Order and continue until all services have been cancelled or terminated under these terms.

1.4 These terms were last updated on 27 October 2026.

Definitions

- **Academy Group** means the group of companies that FatWeb belongs to.
- **Advertising Budget** means the amount you agree to spend on media with ad platforms such as Google and Meta, as set out in the Sales Order.
- **Billing Cycle** means the period each invoice covers, usually one calendar month.
- **Digital Products** means websites, code, designs, templates, plugins, reports and other material we create or supply as part of the Services.
- **Management Fee** means our fee for planning, setting up, managing and reporting on a marketing campaign, excluding the Advertising Budget.
- **Minimum Term** means the minimum period stated in the Sales Order, or 3 months for marketing campaigns if none is stated. For marketing campaigns, it starts on the date your campaign first goes live.
- **Price Schedule** means our current published rates referred to in clause 3.8.
- **Sales Order** means the order form or proposal you sign or accept, setting out the Services, prices and Minimum Term.
- **Services** means the services described in the Sales Order, which may include website design and development, hosting, website edits and support, digital marketing, creative and media placement, and call tracking.
- **Third-Party Provider** means any supplier we use to deliver the Services, including Google, Meta (Facebook and Instagram), hosting providers, domain registrars and Avanser.
- **Your Content** means any text, images, logos, video, data, claims or other material you supply to us or ask us to use.

2. Business use and consumer law

2.1 You confirm that you are acquiring the Services for the purposes of a business, and that both of us are in trade.

2.2 We both agree that the Consumer Guarantees Act 1993 does not apply to the Services, as permitted by section 43 of that Act.

2.3 We both agree that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply to this agreement, as permitted by section 5D of that Act.

2.4 We both agree that it is fair and reasonable to be bound by clauses 2.2 and 2.3, having regard to the nature of the Services, the value of the agreement, and that you have had the opportunity to read these terms and seek advice.

3. Fees, payment and overdue accounts

3.1 Prices are as stated in the Sales Order, in New Zealand dollars, and exclude GST unless stated otherwise.

3.2 Services are billed either as a one-off project fee or as a recurring subscription, as set out in the Sales Order. Subscription fees are invoiced monthly in advance. Each invoice is payable by the due date shown on it, which will be at least 7 days after the invoice date.

3.3 Your first payment is due within 7 days of signing the Sales Order. We will not start work until it has been received.

3.4 We may change our prices by giving you at least 30 days' written notice by email. If you do not accept the change, you may cancel the affected Service by notice before the change takes effect. This right applies despite any notice period or Minimum Term in clause 4: no cancellation fee or fees for the rest of the Minimum Term are payable, although you must still pay for work done and third-party costs already committed. Costs set by Third-Party Providers, such as Google and Meta advertising rates, may be passed on with at least 14 days' written notice.

3.5 Third-party plugins, software licences or integrations that are not listed in the Sales Order will be quoted and charged separately.

3.6 If an invoice is not paid by its due date, we may:

1. charge simple (not compounding) interest on the overdue amount at 2% per month, calculated daily, from the due date until paid;
2. recover from you any reasonable costs of collecting the debt, including debt collection agency and legal costs; and
3. suspend some or all of the Services after giving you 7 days' written notice, until the overdue amount is paid.

3.7 If you dispute an invoice in good faith, you must tell us in writing within 14 days of the invoice date, explaining why, and pay any undisputed amount on time. We will review the dispute and respond within 10 working days. While a genuine dispute is being reviewed, we will not charge interest on, or suspend Services because of, the disputed amount. If the amount is found to be payable, it is due within 7 days of our response.

3.8 Our current rates for hosting, additional storage, website edits, website development and IT support are set out in our Price Schedule at fatweb.co.nz/pricing. The Price Schedule shows the date it was last updated. It forms part of these terms and may be updated under clause 3.4.

4. Term, renewal, suspension and cancellation

Renewal

4.1 Recurring Services (marketing, hosting and call tracking) continue on a rolling monthly basis after any Minimum Term until you or we cancel them under this clause.

How to cancel

4.2 To cancel, email accounts@fatweb.co.nz. Your notice is effective on the day it is received at that address (or the next working day if received outside business hours). We will acknowledge it in writing within 2 working days. If you do not receive an acknowledgement, please call us so we can confirm we have it.

4.3 The notice period and fees for each Service are set out below. Fees continue to be payable until the notice period ends.

Service	Within 7 days of signing	After 7 days, during the Minimum Term	After the Minimum Term
Marketing campaigns	\$250 + GST admin fee, plus any third-party costs already committed	\$250 + GST admin fee, plus Management Fees for the rest of the Minimum Term and any third-party costs already committed (see 4.3(a))	60 days' written notice (see 4.3(b))
Website builds	Deposit refunded, less the value of any work already completed (see 4.3(c))	Value of work completed, minimum \$1,000 + GST (see 4.3(c))	Not applicable
Hosting	One Billing Cycle's notice	One Billing Cycle's notice	One Billing Cycle's notice
Call tracking	One Billing Cycle's notice	One Billing Cycle's notice	One Billing Cycle's notice

(a) **Advertising Budget on marketing cancellations:** We only charge Advertising Budget that has already been spent or committed with an ad platform before your notice takes effect. Any Advertising Budget you have paid that has not been spent or committed will be refunded.

(b) **Notice during the Minimum Term:** You may give your 60 days' notice for a marketing campaign during the Minimum Term. The campaign then ends on the later of the end of the Minimum Term and 60 days after your notice is received, with no early cancellation charges.

(c) **Website cancellations:** Work completed is valued at the website development rate in the Price Schedule, based on the hours we have recorded on your project. Payments you have already made are deducted. The total will never be more than the agreed project price. If you cancel within 7 days of signing, we will refund your deposit, less the value of any work already completed.

Suspension at your request

4.4 You may ask to pause a marketing campaign for up to 3 months. A pause needs our written approval and starts at the beginning of the next Billing Cycle after we approve it. During a pause, Management Fees and Advertising Budget are not charged, but hosting, domain and call tracking fees continue. To restart, email us and we will resume the campaign within 5 working days. The Minimum Term is extended by the length of the pause.

Termination for breach or insolvency

4.5 Either of us may terminate this agreement by written notice if the other:

1. commits a material breach and does not fix it within 14 days of receiving written notice of the breach (non-payment is a material breach); or
2. goes into liquidation, receivership or voluntary administration, or makes an arrangement with its creditors.

4.6 We may also end any Service for any reason by giving you 30 days' written notice. If we do this, or if you terminate because of our breach under clause 4.5, no cancellation fees apply, you only pay for Services provided up to the end date, and we will refund any fees paid in advance for the period after it.

Unresponsive clients

4.7 If we cannot progress your project because you have not responded to at least 3 requests over a period of 14 days, we may pause the project and charge a \$250 + GST admin fee to restart it. If you still have not responded

30 days after we pause it, we may cancel the project and invoice you for the work completed, valued under clause 4.3(c).

On cancellation or termination

4.8 All amounts owing become due immediately. After a hosting Service ends, we will keep your website files, database and email data for 30 days so you can request a copy or a transfer. After that, we may permanently delete them. Clauses 3.6, 8, 9 and 11 continue to apply.

5. Websites, hosting and support

5.1 You must give us a completed briefing document within 14 days of signing the Sales Order. Project timeframes start once we have it.

5.2 Each website project includes up to 3 rounds of revisions. Further changes will be quoted, and must be approved and paid for before the site goes live.

5.3 When your site is ready, we will ask you to approve it to go live. If you do not approve it or request revisions within 14 days, we may charge our standard hosting rate (see the Price Schedule) to keep hosting the development site until you do.

5.4 We will give you back-end and control panel logins once all outstanding FatWeb invoices have been paid in full, including website, domain, hosting and marketing invoices. This does not affect your right to transfer a domain under clause 8.6.

5.5 We back up hosted websites daily and keep each backup for 90 days. If you need a backup restored, we will do it free of charge where the problem was caused by us or our hosting, and otherwise at the IT support rate in the Price Schedule. We do not guarantee uninterrupted or error-free service. You are responsible for keeping your own copies of Your Content.

5.6 If you make changes to the site yourself, or ask a third party to, we are not responsible for any problems those changes cause. Fixing them will be charged at our standard rates.

5.7 Hosting includes the disk space stated in the Price Schedule for website and email storage combined, routine server maintenance, server-level security updates, SSL certificates, backups under clause 5.5, and fixing website-related issues such as server downtime. Additional storage can be added in blocks at the rate in the Price Schedule.

5.8 Hosting does not include website content or design changes, email support, performance optimisation, or website-level security work such as extra security plugins or cleaning up a site compromised through no fault of ours. If you ask us to help with these, we will charge our hourly rates for website edits, website development or IT support, as set out in the Price Schedule. Full website rebuilds are quoted separately.

5.9 For email issues, you must first follow the self-diagnostic guidelines we provide. If further investigation is needed, it will be charged as IT support under clause 5.10.

5.10 We will not charge you to fix problems caused by our own errors. Before starting any chargeable support or investigation expected to take more than 1 hour, we will give you an estimate and get your approval, unless you have agreed a spending limit with us in writing.

6. Digital marketing campaigns

6.1 Marketing campaigns have a Minimum Term of 3 months unless the Sales Order says otherwise. The Minimum Term starts on the date your campaign first goes live.

6.2 We act as your agent when we set up and manage campaigns, listings and reports with Third-Party Providers.

6.3 To run your campaign effectively and within platform rules, we may, sometimes without prior notice:

1. ask you to amend Your Content so that it complies with advertising standards or the law;
2. refuse to publish content that we reasonably believe is unlawful, misleading or breaches a platform's policies;
3. decide on categories, placements, targeting and scheduling; and
4. adjust content to meet Google, Meta or other platform requirements.

6.4 Ad platforms make their own decisions to approve, reject or remove ads and accounts. We are not responsible for those decisions.

6.5 Any forecasts or projections of results are estimates only and are not guaranteed.

6.6 New advertising accounts (such as Google Ads and Meta ad accounts) will be set up in your business's name, with your own payment method. You add FatWeb as a manager of the account, and you control its billing. When the Service ends, you remove our access.

6.7 If your advertising account is billed to FatWeb's payment method, then when the Service ends we will, on request, help you move billing for the account to your own payment method and then give you admin access. We will not give you admin access while the account is still billed to FatWeb. If an account cannot be moved, we will help you set up a new account in your name and give you an export of the campaign data we are able to extract.

6.8 You own the campaign data in your advertising accounts. Google Analytics, Google Business Profile and tracking pixels set up for your campaigns will be owned by, or transferred to, you. Ad creative we design for you may be used by you once all related invoices are paid.

7. Call tracking

7.1 Call tracking is provided by Avanser, and Avanser's own terms also apply. See www.avanser.co.nz.

7.2 You are responsible for setting up your phone system to receive tracked calls, and for adding any tracking tags we supply to your website. If we host your site, we will add the tags for you.

7.3 Tracking numbers may only be used in advertising managed by FatWeb. When the service ends, you must promptly remove the numbers from all advertising and your website.

7.4 Your plan includes the minutes stated in the Sales Order. Unused minutes do not roll over, and extra minutes are charged at the rate in the Sales Order.

7.5 We do not guarantee that every call will be tracked or that call data will be complete or accurate.

8. Your content, intellectual property and domains

Your Content

8.1 You keep ownership of Your Content. You give us a non-exclusive licence to use it to deliver the Services.

8.2 You confirm that you own or have permission to use all of Your Content, and that it is accurate and does not breach any law, advertising standard or anyone else's rights.

Our Digital Products

8.3 We own the intellectual property in our Digital Products, including templates, code and designs we create.

8.4 Once you have paid all invoices for your website in full, you have an ongoing, non-exclusive, non-transferable licence to use that website, including its design and code, for your business, whether or not you continue with

our other Services. Until then, you may only use it while the Services continue. If you leave, and all website invoices are paid, we will supply a copy of your website files, database, media and Your Content free of charge so the site can be moved to another host. The move itself can be done by your new provider, or by us at the IT support rate in the Price Schedule.

8.5 Third-party material, such as plugins, themes, fonts, stock images and software, remains owned by its supplier and is subject to that supplier's licence terms. Some premium licences are held by FatWeb and cannot be transferred. If you move your site, you may need to buy your own licences for those items.

Domain names

8.6 Domain names we register for you will be registered in your business's name. If a domain is held in your own registrar account, you manage it and can transfer it yourself at any time without our involvement. If we manage the domain for you through our registrar account, you may transfer it to another provider at any time: we will supply the authorisation code (for .nz domains, the UDAI) free of charge on request, and will not withhold or delay a transfer because of unpaid invoices. Any amounts you owe remain payable and may be recovered separately.

9. Liability, indemnity and disputes

9.1 We are not liable for any indirect or consequential loss, or for any loss of profit, revenue, data, goodwill or business opportunity, however it arises.

9.2 We are not liable for errors in, or the unavailability of, third-party data, links, platforms or services. This does not limit our responsibility for how we select, instruct, configure and manage the Third-Party Providers we use.

9.3 Our total liability to you under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise, is limited to: (a) for a one-off project such as a website build, the total fees paid for that project; and (b) for recurring Services, the fees you paid for the affected Service in the 3 months before the event giving rise to the claim.

9.4 You indemnify us against any claim, loss or cost (including reasonable legal costs) arising from Your Content, or from your breach of clause 8.2.

9.5 Nothing in these terms limits any liability that cannot be limited by law.

Disputes

9.6 If a dispute arises, the party raising it must give the other written notice with details. We will both try in good faith to resolve it within 20 working days before starting court proceedings.

9.7 Clause 9.6 does not stop either of us seeking urgent court relief, or stop us recovering unpaid debts.

10. Privacy, credit checks and communications

10.1 We collect and handle personal information in line with the Privacy Act 2020 and our privacy policy at fatweb.co.nz/privacy-policy. You can ask to see or correct the personal information we hold about you.

10.2 You authorise us to collect credit information about you from credit reporters, and to give credit reporters information about your account, including defaults. We use this to decide whether to supply the Services on credit. If we consider the risk to be high, we may require full payment in advance. If a guarantor is involved, we will get the guarantor's own authorisation before checking their credit.

10.3 We will keep your business information confidential. We will only share it with our staff and Third-Party Providers who need it to deliver the Services, the people named as contacts on the Sales Order, and anyone else you approve in writing, or where the law requires.

10.4 By accepting these terms, you consent to receiving marketing emails and texts from FatWeb and other Academy Group companies. Every marketing message will include an easy way to unsubscribe, and you can unsubscribe at any time. Service and account messages are not marketing and will still be sent.

11. General legal terms

11.1 Changes to these terms: We may update these terms by giving you at least 30 days' written notice by email. If you do not agree, you may cancel the affected Services before the change takes effect without paying a cancellation fee. This right applies despite any notice period or Minimum Term, on the same basis as clause 3.4. Otherwise, continuing to use the Services means you accept the change.

11.2 Events beyond our control: We are not liable for any delay or failure caused by events beyond our reasonable control, such as natural disasters, power or internet outages, cyber attacks, or failures of Third-Party Providers.

11.3 Subcontracting and assignment: We may use subcontractors and Third-Party Providers to deliver the Services, and we remain responsible for work done by our subcontractors. You may not transfer your rights under this agreement without our written consent.

11.4 Entire agreement: The Sales Order and these terms are the whole agreement between us and replace any earlier discussions or arrangements.

11.5 Severability: If any part of these terms is found to be unenforceable, the rest continues to apply.

11.6 Notices: Notices must be in writing and may be sent by email to the addresses on the Sales Order.

11.7 Governing law: This agreement is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction.