

Logie Web Services (TERMS)

Terms and Conditions

Logie Web Services NZ

Effective Date: 14/09/25

1. Introduction

These Terms and Conditions ("Terms") govern the provision of web design, development, and technical support services by Nathan Addison, trading as Logie Web Services NZ ("I", "me", or "my"), to you ("Client", "you", or "your").

By engaging my services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not engage my services.

2. Services

I provide the following services:

- Custom website development (HTML5, CSS3, JavaScript)
- Shopify site development
- React web application development
- Android mobile app development (Java/Kotlin)
- Website maintenance and technical support
- Infrastructure services (DNS, domains, webmail setup, API, database configuration)

3. Pricing and Payment Terms

3.1 Currency

All pricing is in New Zealand Dollars (NZD) unless otherwise specified in writing.

3.2 Deposits and Payment Structure

- A deposit is required before work begins unless otherwise agreed in writing
- Payment structures (typically 50/50 or 33/33/33) will be agreed upon in writing within the project proposal
- Deposits are non-refundable for "change of mind" cancellations

3.3 Out-of-Scope Work

Work not included in the original proposal, ongoing maintenance, or quoted services will be charged at \$15 per half-hour.

3.4 Payment Terms

- Invoices are due within 30 days of issue
- Recurring invoices are sent on the 10th of each month unless otherwise agreed
- Payments more than 30 days overdue may result in suspension or cancellation of services

4. Project Scope and Changes

4.1 Quotes and Estimates

Quotes and estimates are provided before project acceptance but are not guarantees of final costs. Any additional costs arising during development will be communicated in writing and must be approved before proceeding.

4.2 Revisions

Projects include two (2) revision rounds, which may be used during the drafting stage or within 30 days post-launch.

5. Intellectual Property Rights

5.1 Client Rights

- You retain all rights to materials you provide, including business names, logos, and content
- Upon full payment, you own the customised final deliverables

5.2 My Rights

- I retain the right to display work in my portfolio (excluding confidential information) or link to your website/app unless otherwise agreed
- I retain ownership of any base code, methodologies, and general techniques developed

5.3 Third-Party Components

- Projects may incorporate third-party components and open-source elements
- Your use of these components is subject to their original licenses
- I am not liable for issues arising from third-party code

6. Warranties and Liability

6.1 Bug Fixes

I provide 30 days post-launch for bug fixes at no additional charge.

6.2 Limitation of Liability

- I shall not accept liability for services contrary to your intention due to insufficient or inadequate specifications, information, or instructions provided by you
- Any defects or issues must be reported as soon as practically possible
- For agreed defective services, my liability is limited to either rectifying or re-providing the services at my sole discretion
- I am not responsible for deficiencies attributable to third-party products or services

6.3 Insurance

Please note that I do not currently hold professional indemnity insurance.

7. Maintenance and Support Services

7.1 Response Times

I aim to respond within 24 hours during business hours (Monday-Friday).

7.2 Included Services

Maintenance services may include:

- Technical setup assistance
- Monitoring of background services
- DNS and CDN configuration
- Webmail setup
- Performance optimization
- Basic SEO maintenance
- Broken link repairs
- Performance reports upon request

Specific services provided will depend on your individual needs and agreement.

8. Termination

8.1 Termination Events

Services may be terminated after:

- 30 days of no contact from the Client
- Failure to pay outstanding invoices
- Breach of these Terms

8.2 Effect of Termination

Upon termination, all outstanding invoices become immediately due and payable.

9. Geographic Scope

My services are primarily offered to clients in:

- New Zealand (including Cook Islands, Niue, Ross Dependency, Tokelau, and Pitcairn Islands)
- Australian clients considered on a case-by-case basis

Discounts or special rates for registered charitable organisations/non-profits are only available to New Zealand-based organisations.

10. Privacy and Confidentiality

I respect your privacy and will maintain the confidentiality of your business information. Any personal or business information collected will only be used for the provision of services and will not be shared with third parties without your consent, except as required by law.

11. Dispute Resolution

Any disputes arising from these Terms or the services provided shall be first addressed through good faith negotiation. If resolution cannot be reached, disputes shall be subject to the laws of New Zealand and the jurisdiction of New Zealand courts.

12. General Provisions

12.1 Entire Agreement

These Terms, together with any written proposals or agreements, constitute the entire agreement between us.

12.2 Variations

Any variations to these Terms must be agreed in writing.

12.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force.

13. Contact Information

Logie Web Services NZ

Email: kiaora@logie.nz or logiewebnz@gmail.com

Website: www.logie.nz

Note: These Terms were last updated on 14/09/25. I reserve the right to update these Terms at any time, with changes effective for new engagements.