

TERMS & CONDITIONS

These Terms & Conditions apply to all digital services, website design, website development, digital support, hosting support, maintenance, and related services supplied by Nestech Digital to the client. By approving a proposal, making payment, accepting a Stripe payment link, or instructing us to begin work, you agree to these Terms & Conditions.

1. SERVICES

We provide digital services and website design, website development, website care, maintenance, digital support, and related online business services. The specific services included for each client will be set out in the relevant proposal, quote, invoice, payment link, email confirmation, package description, or written agreement. Any services not expressly included are excluded unless agreed in writing.

2. DESIGN FEES

The website design fee covers the agreed website design and development work described in the relevant proposal or package. Where we offer a free demo, concept, or sample website, it is provided for preview and sales purposes only. The demo, design, code, content layout, and related materials remain our property unless you accept the proposal and pay the agreed design fee. Unless otherwise agreed in writing, the final website will not be published, transferred, handed over, or made fully available for business use until the agreed design fee and any outstanding amounts have been paid in full.

3. ONGOING WEBSITE CARE / SUBSCRIPTION

Where you subscribe to an ongoing website care package, subscription fees are payable in advance on the billing cycle stated at the time of purchase. The subscription may include services such as hosting support, routine website edits, security updates, basic maintenance, technical support, website monitoring, and other inclusions stated in your package. Unless expressly included, the subscription does not include major redesigns, new pages, advanced integrations, paid advertising management, SEO guarantees, copywriting, photography, videography, branding, or third-party subscription fees.

4. CLIENT RESPONSIBILITIES

You must provide accurate information, content, branding materials, images, access credentials, approvals, feedback, and instructions reasonably required for us to perform the services. You confirm that you own or have permission to use all content, images, logos, business information, trademarks, and other materials you provide to us. We are not responsible for delays, errors, claims, or additional costs caused by inaccurate client information, delayed feedback, missing content, or lack of access.

5. PROJECT TIMEFRAMES

Any project timeframe is an estimate unless expressly stated to be a fixed deadline in writing. Timeframes may be affected by client delays, third-party platform issues, changes in project scope, payment delays, or matters outside our reasonable control. If you delay providing content, access, feedback, or approval, the project timeframe may be extended.

6. REVISIONS AND SCOPE OF WORK

A revision for the client's website may be included in the subscription model and means a reasonable adjustment to the agreed design or content. Once the digital service type has been agreed, the client cannot use revisions to change the project into a different service model, platform, software product or complete design of the current software. Any such change will be treated as a new project and must be separately quoted and agreed in writing. Work outside the agreed scope may be quoted and charged separately. We will notify you before proceeding with additional paid work.

7. PAYMENTS AND LATE PAYMENTS

All prices are in Australian dollars unless stated otherwise. Payments must be made by the due date listed on the invoice, payment link, proposal, or agreement. If payment is overdue, we may pause work, withhold deliverables, suspend support, restrict access to services, or suspend the website or digital system until outstanding amounts are paid. You remain responsible for all agreed fees for work completed, work commenced, or services provided up to the date of cancellation or suspension.

8. CANCELLATIONS AND REFUNDS

You may cancel ongoing services by giving written notice to admin@nestechdigital.com.au. Unless otherwise agreed, cancellation takes effect at the end of the current paid billing period. Fees already paid for completed work, commenced work, or the current subscription period are generally non-refundable, except where required by Australian Consumer Law. Nothing in these Terms & Conditions excludes, restricts, or modifies any rights you may have under Australian Consumer Law.

9. WEBSITE LICENCE AND INTELLECTUAL PROPERTY

Where the client provides access to an existing domain name, Nestech Digital may use that domain solely for the purpose of connecting, publishing, maintaining, or supporting the agreed digital service. The client's existing business domain name remains the property of the client at all times. During the period of any active subscription, the website design, layouts, code, website files, systems, templates, processes, and related digital materials created or supplied by Nestech Digital remain the property of Nestech Digital, unless otherwise agreed in writing. The client receives a limited licence to use the final approved website or digital service for their business purposes while their subscription remains active and all fees are paid. Unless expressly agreed in writing, the client does not receive ownership of the underlying code, source files, templates, systems, reusable components, internal tools, processes, methods, or business materials used to create or maintain the website or digital service. Any transfer, export, or handover of website code, files, or related materials will be dealt with separately under the handover and cancellation terms.

10. WEBSITE HANDOVER

Where technically possible, a handover may include reasonable access credentials, exported code, website files, written instructions, or other materials reasonably required for the client to move the website to another provider. You acknowledge that some third-party platforms, hosting environments, databases, authentication systems, automations, paid plugins, proprietary tools, and integrations may not be fully transferable. We are not responsible for limitations, costs, downtime, errors, loss of functionality, or incompatibility caused by third-party systems, platform restrictions, or another provider's actions after handover. Any migration assistance, troubleshooting, reconfiguration, documentation, or technical support beyond a basic handover may be charged separately at our standard hourly rate or as otherwise quoted.

11. THIRD-PARTY SERVICES

Your website may rely on third-party services such as domain registrars, hosting providers, email providers, Stripe, Google, plugins, themes, booking tools, CRM systems, analytics tools, or other software providers. You are responsible for any third-party fees unless otherwise agreed in writing. We are not liable for third-party outages, price changes, data loss, security incidents, policy changes, service interruptions, account suspensions, platform limitations, or technical failures outside our control.

12. DOMAINS, HOSTING AND EMAIL

Unless otherwise agreed, you are responsible for maintaining ownership, renewal, and payment of your domain name, hosting, email accounts, and related third-party services. If we assist with domain, hosting, or email setup, we do so as a support service. You remain responsible for keeping account details, billing information, and login credentials accurate and secure. Failure to renew or pay for domain, hosting, or email services may result in website or email downtime.

13. CONTENT, COMPLIANCE AND CLIENT MATERIALS

You are responsible for ensuring that your website content, claims, pricing, offers, images, testimonials, legal pages, privacy statements, industry disclaimers, and business information are accurate and compliant with applicable laws and regulations. We may assist with website wording and structure, but we are not responsible for providing legal, financial, tax, medical, advertising compliance, or industry-specific regulatory advice. You indemnify us against claims arising from materials, information, instructions, or content supplied by you.

14. WEBSITE PERFORMANCE AND NO GUARANTEE OF RESULTS

We aim to provide professional website and digital services with due care and skill. However, we do not guarantee specific search rankings, sales, leads, enquiries, website traffic, conversion rates, advertising performance, or business outcomes unless expressly agreed in writing. Any examples, estimates, or projections are illustrative only and are not guarantees.

15. MAINTENANCE, SECURITY AND BACKUPS

Where website care is included, we will provide the maintenance services described in your package. No website, hosting platform, plugin, or online system can be guaranteed to be completely secure, uninterrupted, or error-free. You are responsible for keeping your own copies of important business content, images, passwords, and records unless a specific backup service is expressly included in your package.

16. SUSPENSION OF SERVICES

We may suspend services if payment is overdue, you breach these Terms & Conditions, you misuse the website or services, we reasonably suspect illegal or harmful activity, or a third-party provider suspends or restricts access. We are not liable for loss or damage arising from a suspension made in accordance with these Terms & Conditions.

17. LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable for indirect, consequential, or special loss, including loss of profit, loss of revenue, loss of business opportunity, loss of goodwill, loss of data, website downtime, or reputational damage. To the maximum extent permitted by law, our total liability arising from or relating to the services is limited to the amount paid by you for the relevant service giving rise to the claim. Nothing in these Terms & Conditions excludes, restricts, or modifies any rights, remedies, guarantees, or protections that cannot be excluded under Australian Consumer Law.

18. AUSTRALIAN CONSUMER LAW

Our services come with guarantees that cannot be excluded under Australian Consumer Law. Where required by law, our services must be provided with due care and skill, be fit for any purpose made known to us, and be supplied within a reasonable time where no time is agreed. Any refund, repair, replacement, re-supply, or other remedy will be handled in accordance with Australian Consumer Law.

19. CONFIDENTIALITY

Each party must keep confidential information received from the other party confidential, except where disclosure is required by law or reasonably necessary to perform the services. Confidential information does not include information that is public, independently developed, or already known without an obligation of confidentiality.

20. PORTFOLIO AND MARKETING USE

Unless you request otherwise in writing, you agree that we may display your completed website, business name, logo, screenshots, testimonial, or general project description in our portfolio, website, social media, proposals, and marketing materials. We will not disclose confidential business information as part of portfolio use.

21. DISPUTE RESOLUTION

If a dispute arises, the parties agree to first attempt to resolve the matter in good faith through written communication and reasonable discussion. Either party may request a meeting or call to attempt to resolve the dispute before taking further action, except where urgent legal relief is required.

22. CHANGES TO THESE TERMS

We may update these Terms & Conditions from time to time. The version that applies to your project or service is the version accepted by you at the time you approved the proposal, made payment, or continued using the services after being notified of an update.