

WEBSITE TERMS & CONDITIONS

By approving, accepting, signing, paying, or proceeding with any proposal, estimate, invoice, or service provided by Branded Kiwi, the Client acknowledges they have read, understood, and accepted these Terms and Conditions along with the full Terms of Trade available via the QR code provided within the proposal document or online at Branded Kiwi Terms of Trade.

Payment Terms. Payment terms will be outlined within the associated proposal, estimate, or invoice. A deposit may be required prior to commencement to secure project scheduling and associated costs. Projects extending over consecutive months may be invoiced progressively. Invoices must be paid within the agreed payment timeframe. Branded Kiwi reserves the right to pause work, withhold delivery, suspend services, remove access, or delay project completion where invoices remain unpaid. Late payments may incur additional administration, collection, legal, or recovery costs where permitted by law.

Scope of Work. Only the services, deliverables, revisions, functionality, and work specifically outlined within the proposal or estimate are included within the quoted pricing. Any work outside the agreed scope, including but not limited to additional pages, redesigns, additional revisions, troubleshooting, consultations, integrations, content entry, edits, maintenance, training, support, platform changes, or future modifications will be treated as additional billable work. Additional work will be quoted separately or charged at Branded Kiwi's current hourly or project rates. Branded Kiwi reserves the right to determine whether requested work falls within the original agreed scope or constitutes additional billable work. Any verbal discussions, informal communication, or assumptions do not modify the agreed project scope unless confirmed in writing by Branded Kiwi.

Revisions & Approvals. Reasonable revisions are included only where specifically outlined within the proposal. Requests that substantially alter the approved design direction, structure, functionality, or previously approved work may incur additional charges. Approval of concepts, designs, staging links, previews, milestones, or final delivery constitutes acceptance of work completed at that stage. Any changes requested after approval may be treated as additional billable work. Launch, migration, transfer of ownership, or publication of the website constitutes substantial completion and acceptance of the project.

Client Responsibilities. Unless otherwise stated, the Client is responsible for supplying all required content, imagery, branding assets, login details, approvals, and information necessary to complete the project. Project timelines may be extended where delays occur due to missing content, delayed approvals, communication delays, or third-party dependencies. Branded Kiwi is not responsible for errors, delays, or issues resulting from inaccurate, incomplete, or delayed information supplied by the Client or external providers.

Additional Support & Small Requests. Minor updates, edits, troubleshooting, consultations, support requests, or additional changes requested outside the agreed scope may still incur minimum billable time charges at Branded Kiwi's current rates. Unless specifically included within the proposal or covered under an active maintenance agreement, ongoing support, edits, updates, troubleshooting, maintenance, consultations, or future modifications are not included after project completion. Any work requested after project handover or completion, regardless of timeframe, will be billed separately at Branded Kiwi's current rates.

Additional Costs & Third-Party Services. Third-party costs including but not limited to domains, hosting, Wix subscriptions, plugins, premium applications, stock imagery, fonts, integrations, advertising costs, or external software are not included unless specifically stated within the proposal. Some functionality may require ongoing third-party subscription or licensing fees payable directly by the Client. Any external costs requiring approval will be discussed before proceeding. Branded Kiwi is not responsible for outages, limitations, pricing changes, discontinued services, or functionality changes caused by third-party platforms or providers.

Timelines & Project Inactivity. While all reasonable efforts are made to meet estimated deadlines and delivery dates, all timelines provided are estimates only. Branded Kiwi is not liable for delays caused by third-party services, technical issues, platform limitations, supplier delays, force majeure events, delayed client communication, delayed approvals, or delayed content supply. Project timelines may be adjusted where additional revisions or scope changes occur. Projects delayed due to lack of communication, approvals, content, access, or required information from the Client for more than 30 days may be placed on hold, rescheduled, archived, or subject to restart fees. Updated timelines and pricing may apply where projects are significantly delayed.

Ownership & Intellectual Property. Upon final payment, the completed agreed deliverables become the property of the Client. Branded Kiwi retains ownership of any proprietary systems, templates, frameworks, workflows, development methods, backend structures, reusable code, or internal assets used during project creation. Projects may contain third-party software, licensed assets, integrations, or tools which remain the property of their respective owners and may require ongoing licensing or subscription fees. Branded Kiwi reserves the right to display completed projects, screenshots, branding, or deliverables within portfolios, marketing material, social media, awards, or promotional content unless otherwise agreed in writing.

Search Engines & Marketing. Unless specifically agreed in writing, Branded Kiwi does not guarantee search engine rankings, website traffic, lead generation, advertising performance, customer conversion, or business outcomes.

Browser & Device Compatibility. Websites are developed for compatibility with current modern browsers and devices at the time of development. Minor differences in appearance, functionality, or performance may occur between browsers, operating systems, devices, or future software updates.

Domains, Hosting & Third-Party Accounts. The Client remains responsible for maintaining access to domains, hosting accounts, DNS settings, platform subscriptions, billing accounts, email services, and other third-party services unless otherwise agreed in writing.

Security & Liability. While reasonable efforts are made to provide secure and reliable digital solutions, Branded Kiwi cannot guarantee websites, online services, software platforms, or integrations will remain uninterrupted, error-free, or immune from security breaches. The Client is responsible for maintaining secure passwords, managing user access, and maintaining ongoing platform or software updates unless otherwise agreed in writing. Branded Kiwi is not responsible for issues, downtime, errors, or damages caused by client modifications, third-party edits, deleted content, plugin installations, software conflicts, or unauthorised access after project handover. Branded Kiwi will not be held liable for outages, security breaches, malware, hacking, data loss, hosting failures, third-party failures, platform outages, loss of business, loss of revenue, indirect damages, or issues outside the scope of services provided.

Legal Compliance. The Client is solely responsible for ensuring all website content, business operations, legal disclosures, privacy policies, terms, and regulatory requirements comply with applicable laws and industry standards.

Communication & Change Requests. Requests made through phone calls, text messages, social media messages, or informal communication channels may require written confirmation before work proceeds. Only written approvals issued by Branded Kiwi will be considered valid for scope changes, additional work, or project variations.

Termination. Branded Kiwi reserves the right to terminate or suspend services where communication breaks down, invoices remain unpaid, abusive behaviour occurs, or the Client breaches these Terms and Conditions. Where work has already been completed, all completed hours, costs, and expenses up to the termination date remain payable by the Client.

Communication & Change Requests. Acceptance of any proposal, estimate, invoice, payment request, project commencement, written approval, or continued engagement with Branded Kiwi constitutes acceptance of these Terms and Conditions and the full Terms of Trade