



# Terms of Service

**Nathan Antony King (trading as nathanking.io)**

*Last updated: 07 Jan 2026*

## 1. About These Terms

These Terms of Service (“Terms”) apply to all services provided by **Nathan Antony King**, trading as **nathanking.io** (“we”, “us”, “our”).

By engaging our services, you (“the Client”) agree to these Terms together with any written proposal, scope of work, or quotation provided to you.

These Terms are governed by the laws of **New South Wales, Australia**.

## 2. Services

We provide website and web application design and development services, which may include:

- Static websites
- Content management system (CMS) websites
- Custom web applications

The exact scope of services is defined **only** in the written proposal or scope document agreed to by the Client.

Any services not expressly included in writing are excluded from the scope.

Services may rely on third-party platforms, software, or services, which are subject to their own terms and availability.

Domain registration fees, hosting fees, and ongoing renewals are the responsibility of the Client unless expressly included in the agreed written scope. Assistance with initial setup may be provided where specified.

## 3. Scope & Variations

All projects are quoted on a **fixed-price basis** for the agreed scope.

Any request that falls outside the agreed scope constitutes a **variation**. Variations:



- Must be agreed to in writing
- Will be quoted separately
- Will not commence until approved by the Client

## 4. Client Responsibilities

The Client agrees to:

- Provide all required content, materials, credentials, and approvals in a timely manner
- Review deliverables promptly and provide clear feedback
- Ensure that any content supplied does not infringe third-party rights

Delays caused by the Client may result in adjusted timelines.

## 5. Revisions

Unless otherwise stated in writing:

- A limited number of revision rounds may be included in the project scope
- Revisions relate to reasonable adjustments of existing content, layout, or styling
- Structural, functional, or feature changes are not revisions and may be treated as variations

## 6. Payment Terms

Unless otherwise stated in writing:

- A **40–50% deposit** is required before work commences
- The remaining balance is payable **before site launch or final handover**
- Invoices are payable within **7 or 14 days** of issue
- Work may be paused if payment is overdue

All prices are stated **exclusive of GST**, unless otherwise specified.

Ownership of deliverables transfers only upon **full payment**.



## 7. Intellectual Property

Until full payment is received:

- All intellectual property rights remain the property of **Nathan Antony King**

Upon full payment:

- The Client is granted ownership of the final deliverables created specifically for the project

We retain ownership of:

- Pre-existing code, frameworks, and libraries
- Reusable components, development tools, and methodologies

We reserve the right to reuse non-unique elements and to display completed work in our portfolio and marketing materials.

## 8. Launch & Deployment

Where agreed, we may assist with website or application launch.

We are not responsible for:

- Hosting outages or downtime
- DNS or domain configuration issues
- Third-party service failures
- Delays caused by external providers

Once the Client approves the final deliverables and the site or application is launched or handed over, responsibility transfers to the Client.

## 9. CMS & Web Application Disclaimer

For CMS-based websites and web applications:



- Ongoing maintenance, updates, backups, and security are not included unless agreed in writing
- We are not responsible for issues arising after handover, including plugin conflicts, software updates, or security vulnerabilities.

## 10. Warranties & Liability

We do not guarantee:

- Business outcomes
- Search engine rankings
- Traffic, conversions, or revenue

To the maximum extent permitted by law:

- We are not liable for indirect, incidental, or consequential loss
- Our total liability is limited to the amount paid by the Client for the services

## 11. Termination

Either party may terminate the agreement by written notice.

If termination occurs:

- Deposits are non-refundable once work has commenced
- Work completed up to the termination date is payable

## 12. Governing Law

These Terms are governed by the laws of **New South Wales, Australia**.

## 13. Contact Details

**Nathan Antony King** (trading as **nathanking.io**)

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