

Free Website Offer

Terms & Conditions

The terms that apply to the complimentary business website included with eligible ClearDesk subscription plans.

Effective Date: 10 July 2026 · **Version:** 1.0 · These terms form part of your ClearDesk Terms of Engagement

1. About This Offer

1.1 These Terms and Conditions ("**Terms**") govern the "**Books Sorted. Website Free.**" promotional offer (the "**Offer**") made by ClearDesk Business Services ("**ClearDesk**", "we", "us", "our") to eligible clients ("**you**", "your").

1.2 Under the Offer, ClearDesk will design, build, and host a business website for you at no additional charge while you remain subscribed to an eligible ClearDesk plan, subject to these Terms.

1.3 These Terms should be read together with your ClearDesk Terms of Engagement and our Privacy Policy (available at www.cleardesk.co.nz). If there is any inconsistency relating to the website, these Terms prevail.

1.4 By accepting the Offer — whether by signing an engagement, requesting the website, or supplying website content — you agree to these Terms.

2. Eligibility

2.1 The Offer is available only to clients subscribed to an **eligible plan**:

Eligible plan	Website included	Minimum subscription term
ClearDesk Office (Business Desk)	Up to 5 pages	12 months
Master (Trade Desk)	1 page	12 months

2.2 The Offer is limited to **one website per client** (per business entity), is not transferable, has no cash or credit alternative, and cannot be exchanged for a discount on any plan.

2.3 The Offer is available to new and existing clients who subscribe to, or upgrade to, an eligible plan while the Offer remains open. ClearDesk may verify eligibility before commencing any work.

2.4 Your subscription account must be in good standing (no overdue invoices) for website work to begin or continue.

3. Your Domain Name

3.1 **You must purchase and own your own domain name.** The domain must be registered in your name (or your business entity's name), using your own registrar account and your own payment method.

3.2 You are responsible for all domain registration and renewal fees, and for keeping your domain registration current. ClearDesk is not responsible for any loss arising from an expired, lapsed, or disputed domain.

3.3 At your request, ClearDesk will provide reasonable guidance on choosing and purchasing a domain, and will handle the technical connection of your domain to your website (DNS configuration) as part of the Offer.

3.4 Because you own the domain, it remains yours if you leave ClearDesk. Only the website itself is affected by termination (see clause 7).

4. What Is Included

4.1 The Offer includes:

- Design and build of a website up to the page count for your plan (clause 2.1), using ClearDesk's standard design templates and platform;
- Standard business content: home, about, services, contact details, contact form, and similar informational pages;
- Mobile-friendly layout and basic search-engine settings (page titles and descriptions);
- Hosting of the website on ClearDesk's chosen platform while you remain on an eligible plan;
- Connection of your own domain (clause 3.3);
- One free change session per quarter (clause 6).

4.2 The Offer does **not** include (unless separately agreed and quoted in writing):

- E-commerce or online payment functionality, booking systems, client portals, or membership areas;
- Copywriting, logo design, photography, or purchase of stock images beyond what our templates provide;
- Ongoing search-engine optimisation (SEO), online advertising, or social media management;
- Custom email hosting or mailbox setup (guidance can be provided);
- Migration of content from an existing website;
- More than the included page count, or additional websites.

5. Build Process and Timeframe

5.1 The website build will be completed within **10 working days** of ClearDesk receiving **all** of the following from you: (a) your complete website content (text, images, logo, contact details); (b) confirmation of your domain purchase; and (c) any approvals we request.

5.2 The 10-working-day period pauses whenever we are waiting on content, approvals, or information from you, and resumes when they are received. Delays caused by your registrar, hosting platform, or other third parties are outside our control and excluded from this timeframe.

5.3 You will be given the opportunity to review the website before it goes live. One round of pre-launch corrections is included; further pre-launch revisions may be treated as change sessions under clause 6.

5.4 If you have not supplied complete content within **90 days** of accepting the Offer, ClearDesk may close the website request. The Offer may be reinstated at ClearDesk's discretion.

6. Changes After Launch

6.1 You are entitled to **one (1) free change session per calendar quarter** (January–March, April–June, July–September, October–December).

6.2 A "**change session**" means one batch of reasonable content updates submitted together in a single request — for example, updating prices, hours, services, photos, or contact details. A session covers up to one hour of work. Unused sessions do not roll over to the next quarter.

6.3 Additional change sessions beyond the free quarterly session are charged at **\$50 + GST per session**, payable before or with your next subscription invoice.

6.4 Structural work — adding pages beyond your plan's page count, redesigning the layout, or adding new functionality — is not a change session and will be separately quoted.

6.5 ClearDesk will action change requests within 5 working days where reasonably practicable.

7. Hosting, Duration, and What Happens If You Leave

7.1 **Your website remains live only while you remain a ClearDesk client on an eligible plan.** Hosting is provided as part of your subscription, not as a standalone service.

7.2 If you cancel your subscription, downgrade to a non-eligible plan, or your engagement with ClearDesk ends for any reason, ClearDesk may take the website offline from the date the eligible subscription ends. We will give you at least **10 working days' written notice** before removal.

7.3 Before removal, you may request a copy of your website content (your text and images) at no charge. If you wish to keep the website itself, ClearDesk may — at its discretion — offer to transfer the site to your own hosting or convert hosting to a paid arrangement, quoted at the time.

7.4 If your account falls overdue by more than 30 days, ClearDesk may suspend the website until the account is brought up to date.

7.5 If you cancel an eligible plan within the 12-month minimum term, ClearDesk may invoice a website contribution of up to \$499 + GST, reflecting the cost of the website work performed. This does not apply where ClearDesk ends the engagement without cause.

8. Your Content and Responsibilities

8.1 You are responsible for the accuracy, legality, and currency of all content you supply — including pricing, service claims, testimonials, and imagery.

8.2 You warrant that you own, or have permission to use, all content you provide (including photos and logos), and that nothing you supply infringes any person's intellectual property, privacy, or other rights.

8.3 You must ensure your website content complies with New Zealand law, including the Fair Trading Act 1986 (no misleading or deceptive claims) and the Unsolicited Electronic Messages Act 2007.

8.4 ClearDesk may decline to publish, or may remove, any content that is unlawful, misleading, offensive, or that could reasonably damage ClearDesk's reputation.

8.5 You indemnify ClearDesk against any claim, loss, or cost arising from content you supplied or instructions you gave.

9. Intellectual Property

9.1 You retain ownership of all content you supply (your text, images, logo, and branding).

9.2 ClearDesk (and its platform providers) retain ownership of the website design, templates, code, and platform. While you are on an eligible plan, you have a non-exclusive licence to use them as part of your live website. This licence ends when the website is removed under clause 7.

9.3 ClearDesk may place a discreet "Website by ClearDesk" credit in the website footer, and may include your website in its portfolio and marketing examples. You may ask us in writing to remove either, and we will comply within a reasonable time.

10. Service Standards and Limitations

10.1 ClearDesk will provide the website services with reasonable care and skill.

10.2 The website is provided as a complimentary addition to your subscription. To the maximum extent permitted by law, ClearDesk does not guarantee: (a) uninterrupted or error-free availability of the website; (b) any search-engine ranking, traffic level, or business outcome; or (c) compatibility with every device or browser.

10.3 Hosting is provided on third-party platforms. Outages, changes, or discontinuation by those platforms are outside ClearDesk's control. If a platform change requires your website to be rebuilt or moved, ClearDesk will discuss options with you, but is not obliged to rebuild the site free of charge.

10.4 **Business use.** You confirm you are acquiring the website and all ClearDesk services for business purposes, and agree that the Consumer Guarantees Act 1993 does not apply, as permitted by section 43(2) of that Act.

10.5 To the maximum extent permitted by law, ClearDesk's total liability arising out of or in connection with the Offer is limited to \$500, and ClearDesk is not liable for any indirect or consequential loss, loss of profit, loss of revenue, or loss of data. Nothing in these Terms limits liability that cannot be excluded by law, including under the Fair Trading Act 1986.

11. Changes to the Offer and These Terms

11.1 The Offer is promotional. ClearDesk may vary, suspend, or withdraw the Offer for new clients at any time without notice. Websites already delivered to existing eligible clients will continue to be hosted under these Terms.

11.2 ClearDesk may update these Terms from time to time. Material changes will be notified to affected clients by email or via www.cleardesk.co.nz at least 20 working days before taking effect. Continued use of the website after that date constitutes acceptance.

11.3 All matters concerning eligibility, design decisions, scope of change sessions, and administration of the Offer are determined by ClearDesk at its reasonable discretion.

12. General

1. **Privacy.** Personal information collected in connection with the Offer is handled in accordance with the ClearDesk Privacy Policy, available at www.cleardesk.co.nz.

2. **Force majeure.** ClearDesk is not liable for delay or failure caused by events beyond its reasonable control.
3. **Assignment.** You may not transfer the benefit of the Offer without ClearDesk's written consent.
4. **Severability.** If any provision of these Terms is held invalid, the remaining provisions continue in force.
5. **Entire terms.** These Terms, your Terms of Engagement, and any written variation signed or confirmed by ClearDesk make up the entire agreement for the Offer.
6. **Disputes.** Please raise any concern with us first — most issues are resolved quickly and informally. Unresolved disputes may be referred to the Disputes Tribunal or the courts of New Zealand.
7. **Governing law.** These Terms are governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

13. Contact

Questions about the Offer or these Terms:

CLEARDESK BUSINESS SERVICES

Email: info@cleardesk.co.nz · Phone: 020 4010 1914 / 022 340 7509

Web: www.cleardesk.co.nz · Auckland, New Zealand

Prices are in New Zealand dollars and exclude GST unless stated otherwise. "Working day" means a day other than a Saturday, Sunday, or public holiday observed in Auckland, New Zealand.