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Terms and Conditions

Logical Solutions 2020 Limited

Last updated: 17 November 2026

These Terms and Conditions (“Terms”) set out the basis on which Logical Solutions 2020 Limited (“we”, “our”, “us”) provides ICT services, solutions, and support (“Services”) to our customers (“you”, “your”). By engaging our Services, you agree to these Terms.

1. Scope of Services

- We provide ICT managed services, consulting, support, and related solutions as agreed in writing (such as proposals, quotes, or service agreements).
- Any additional services requested outside the agreed scope may be charged separately.
- We will use reasonable care, skill, and diligence in delivering our Services.

2. Customer Responsibilities

- You agree to provide accurate information, timely access to systems, and cooperation required for us to deliver Services.
- You must ensure that any hardware, software, and infrastructure you provide are properly licensed and legally obtained.
- You remain responsible for your data, including compliance with applicable privacy and data protection laws.

3. Pricing and Payment

- All fees are quoted in New Zealand dollars and exclude GST unless otherwise stated.
- Invoices are payable strictly on the 20th of the month following the invoice date, unless otherwise agreed in writing.
- Failure to adhere to these terms may result in penalty interest being charged at 2% per month on overdue amounts, applied from the due date until payment is received in full.

- Any and all costs incurred in recovering overdue amounts, including legal fees, collection agency fees, or other recovery expenses, will be added to your final invoice and are payable by you.
- Travel and out-of-pocket expenses may be billed separately if applicable.

4. Service Levels and Availability

- We will make reasonable efforts to ensure availability of Services, but we cannot guarantee uninterrupted operation due to factors beyond our control (such as third-party providers, power outages, or internet disruptions).
- Any service level commitments will be detailed in a separate Service Level Agreement (SLA) where applicable.

5. Data Security and Backups

- We take reasonable precautions to protect systems and data, but we cannot guarantee absolute security.
- Unless expressly included in your contract, backups are your responsibility. Where we provide backup solutions, we will test and monitor them as per the agreed schedule.

6. Confidentiality

- Both parties agree to keep confidential any non-public information obtained during the engagement.
- This obligation continues even after the termination of Services.

7. Privacy

- We comply with the New Zealand Privacy Act 2020 when handling personal information.
- Where our Services involve processing personal data on your behalf, we act only on your instructions and take reasonable steps to safeguard it.

8. Intellectual Property

- Any pre-existing intellectual property owned by either party remains with that party.

- Any customised solutions, scripts, or documents developed specifically for you will be licensed for your use but remain our intellectual property unless otherwise agreed in writing.

9. Liability

- To the maximum extent permitted by New Zealand law, we exclude liability for indirect, consequential, or incidental losses (such as loss of profit, data, or business).
- Our total liability under these Terms will not exceed the total fees paid by you for the Services in the 12 months preceding the event giving rise to the claim.
- Nothing in these Terms excludes liability where it cannot be excluded by law.

10. Termination and Renewal of Services

- Either party may terminate the agreement by giving 30 days' written notice, subject to the conditions set out below.
- If you choose to terminate the agreement before the end of the agreed contract term, you will be required to buy out the remaining contract at 85% of the remaining contract value. This will be calculated on all Services obtained through Logical Solutions.
- We may suspend or terminate Services immediately if you fail to pay invoices or materially breach these Terms.
- On termination, all outstanding fees (including any early termination buy-out charges) become immediately payable.
- Unless you provide written notice of cancellation before the end date of the current contract term, your contract will automatically renew for a further 24-month term. All standard termination conditions in this agreement will apply to the renewed term.

11. Force Majeure

- We are not responsible for failure to deliver Services caused by events outside our reasonable control, such as natural disasters, major outages, strikes, or changes in law.

12. Governing Law

- These Terms are governed by the laws of New Zealand. Any disputes will be subject to the exclusive jurisdiction of New Zealand courts.

13. Variations

- We may update these Terms from time to time. The latest version will always be available on request or on our website.

14. Acceptance

- By engaging our Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.