SITESCULPT LIMITED TERMS AND CONDITIONS

You should read these Terms and Conditions carefully. By entering into an agreement with Sitesculpt Limited you are agreeing to be unconditionally bound by them.

General definitions applicable to these Terms and Conditions:

we, **us**, **our**, **ourselves** refers to **Sitesculpt Limited**.

client refers to the individual or company for whom work is being carried out.

quote refers to the quote for work provided to the client.

contract particulars form refers to the Contract Particulars Form signed by the client.

contract refers to the contract between us and the client that comprises of these Terms and Conditions and the client signed **contract particulars form**.

working day refers to Monday through to Friday excluding Bank Holidays.

All client limiting times laid out within these Terms & Conditions are inclusive.

All communication, mentioned in these Terms and Conditions, by the client to us must be made in writing (communicating via email and, where appropriate, mobile messaging services is acceptable).

All prices listed exclude VAT.

A   **General Terms applicable to any and all work carried out for the client.**

   A.1   **Payment**

   A.1.1   All invoices must be paid within 30 days of issue.

   A.1.2   Delayed payment is subject to a surcharge of 2% on the outstanding balance. This will be added to the outstanding balance on a monthly basis per month (part or whole) overdue.

   A.1.3   Any payment made by the client that is subsequently returned by our bank will incur an administration charge of £25. This will be invoiced for separately.

   A.1.4   In the instance that collection proves necessary, for any outstanding invoice, the client agrees to be liable for any costs incurred as a result of collection.

   A.1.5   If a client wishes to dispute an invoice they must notify us in writing within seven days. Otherwise the invoice is deemed to be accepted and will be settled by the client without dispute or delay.

   A.1.6   Where the client is its own legal entity (such as a limited company or limited liability partnership) the directors, or partners, agree to be personally liable to settle any invoice due to us in the event the client fails to do so.

   A.2   **Deadlines**

   A.2.1   Work will be carried out in a timely fashion. The client may not hold us liable for any loss as a result of a delay beyond our control (such as Acts of God, failure by a supplier etc.).

   A.2.2   Sitesculpt Limited will not be held to a specific deadline but will always endeavour to meet any target date agreed upon with the client.

   A.2.3   When a client is contacted regarding a reported fault with any product or service. They must respond within 7 days or the fault will be deemed to be resolved.

   A.3   **Promotional**

   A.3.1   Sitesculpt Limited reserve the right to use any item being supplied to the client, in part or in whole and at any time, in the production of promotional materials.

   A.4   **Renewal of Services**

   A.4.1   We must be notified in writing at least 30 days in advance of the renewal date if the client wishes not to renew any service that is paid for on a time limited basis (contracts that run for a period of time having been paid for and then expire). Otherwise, the client must pay for

the service again based on the current prices for that service and the duration (of at least 12 months) as outlined in the original contract particulars form.

A.5 Limitations of Liability

A.5.1 Any order placed by the client is subject to approval by us before any contract exists between ourselves and the client.

A.5.2 We may terminate any contract at any time if we suspect that the client is in breach of these Terms and Conditions or any terms laid out in the contract particulars form.

A.5.3 We may terminate any contract at any time if we suspect that any material supplied to us by the client may be unlawful, obscene, racist, libellous, break any held law, or that the client does not hold the copyright (or rights to use) such material. This judgement may be made at our sole discretion.

A.5.4 The client's exclusive remedies for all damages, losses, causes of actions whether in contract, tort including negligence, or otherwise shall not exceed the total amount paid by the client towards the contract.

A.5.5 The client will indemnify and protect us and any subcontractor from any claim or suit arising from performing the work stipulated in the contract.

A.5.6 No oral or written advice, supplied to the client, will provide the client with any additional guarantee nor will it supersede any terms as laid out in these Terms and Conditions. Additionally, the client should not rely on such advice.

A.5.7 It is the clients sole responsibility to ensure that any password, or other sensitive information, supplied to the client is kept in a secure fashion and not disclosed to any third party.

A.5.8 It is the client's responsibility to ensure any information supplied to us is correct and free of error.

A.5.9 We will not be held liable for any loss of client's data.

A.5.10 We do not provide any guarantee that any third party service, that we employ directly or otherwise on behalf of the client, is fit for any purpose other than that defined in the contract.

A.5.11 We will not be held liable for any failure by any third party (such as a supply company) even if we have been advised of such a failure in advance.

A.5.12 If any section (or subsection) of these Terms and Conditions is found to be unenforceable (or illegal) then this shall not nullify or reduce in effect the rest of that section or the rest of these Terms and Conditions.

A.5.13 In the event of a dispute: If a term from these Terms and Conditions is found to overlap with another term these Terms and Conditions the term that is most client limiting shall take effect.

A.5.14 In the event of a dispute: If any term from these Terms and Conditions is found to overlap with a term from the associated contract particulars form the term that is most client limiting shall take effect.

A.6 Confidentiality

A.6.1 The client agrees not to disclose any technical information made available to them by us to any third party. Including source code, specifications, implementation details, photographs and design ideas.

A.6.2 The client agrees not to disclose any supplier information made available to them by us to any third party.

A.6.3 The client agrees not to disclose any pricing information made available to them by us to any third party.

A.7 Revisions to this Document

A.7.1 Revisions to these Terms and Conditions will be applicable to previous contracts in the event of a dispute.

A.7.2 We reserve the right to alter these Terms and Conditions at any time and without notice.

A.7.3 The current Terms and Conditions will be considered to be automatically agreed to by the client the next time that any work is carried out for the client. It is the client's responsibility to

request the most recent copy should they desire it.

A.7.4   Any contract that is not completed within two months of an agreement to commence will automatically become subject to the current version of these Terms and Conditions. The contract may also be re-priced based upon current prices at our discretion.

B   **Consultancy and Hardware Terms applicable to the following:**

- **PC hardware supply and upgrades (such as new PC's, routers, printers)**
- **PC hardware and software consultancy (such as advice regarding purchasing, licensing and use)**
- **Network design, hardware and installation**
- **IT systems reviews**
- **Server administration**

Definitions applicable to section B:

service(s) refers to any service(s) being supplied or carried out for the client.

product(s) refers to any hardware/software product(s) being supplied to the client.

B.1   **Payment**

B.1.1   For products or services purchased over the Internet: We expect payment by credit card via our payment facilitator PayPal. Payment must be made in advance at the time of purchase.

B.1.2   We expect payment by Internet banking, BACS, standing order or via PayPal within 30 days of an invoice being issued.

B.1.3   Payment via credit card is subject to a 3.4% ex VAT surcharge.

B.1.4   All technical support is billed at a minimum of 1 hour per incident. Time exceeding the minimum is rounded up to the next whole hour at the current per hour rate.

B.1.5   We reserve the right to suspend, or make unavailable any service or product until any outstanding payment owed to us is made in full. This includes those unrelated to the contract for which the payment is owed.

B.2   **Deadlines**

B.2.1   The client must make available all resources necessary to carry out the work stipulated in the contract (such as their existing Personal Computer for data transfer) within 3 days of placing an order for a product.

B.2.2   If during the supply of products or services the client fails to keep to the time constraints laid out in these Terms and Conditions we reserve the right to cancel any service being undertaken for the client. In this instance the client will still be liable to pay for any service for the duration of the contract and for all products detailed in the contract.

B.3   **Acceptance of Goods**

B.3.1   The client must notify us of any fault or missing items upon delivery/collection. In addition, the client must sign paperwork stating that the delivery/collection is complete and free of faults at this time.

B.3.2   The client must allow time to fully inspect the products upon delivery/collection.

B.3.3   Until payment is made in full we retain ownership over any product supplied to the client.

B.3.4   Should we accept the rejection of any supplied product the client guarantees they have not, in any form, copied or duplicated any associated licences or software.

B.4   **Confidentiality**

B.4.1   The client agrees not to allow any third party access to any server administered by us.

B.4.2   The client agrees not to allow any third party access to any server administration tool provided by us for their use.

B.4.3   In the event that a client wishes to end their relationship with us they agree to allow us access to any server administered by us to allow removal of any items copyrighted by us and any tools we installed for administration purposes. This access must be provided prior to access by a third party.

B.5   Other

B.5.1   The client unconditionally allows us to accept any applicable software licences, on their behalf, required to set-up and configure the purchased products.

B.5.2   The client allows us to collect and store, both electronically and in the written form, their personal data for use in the supply of products and services.

B.5.3   The client accepts that they acquire no copyright in any form over the design or set-up of supplied products even after payment.

B.5.4   The client accepts that they acquire no copyright in any form over any technology or intellectual property used in supplying a service to the client.

B.6   Warranty

B.6.1   Any product warranty covers hardware faults only. It does not cover supplied software, usage issues or any other fault whatsoever (for example incorrect functioning of the product due to a virus, user error, software fault, mains power supply problem, radio interference etc.).

B.6.2   Unless otherwise specifically stated in writing to the client all products come with an on-site (we will collect the product for repair) warranty for the period of 1 year from the date of purchase (tax point date as stated on the invoice).

B.6.3   In the event that the product fails, and the failure is covered under this agreement, we agree to restore the product to a suitable working state and re-install any software originally supplied by us with the product. It is the client's responsibility however, to provide us with all original install discs that came with the product. Failure to do so may result in additional charges being made and/or the warranty for the product being made void.

B.6.4   The warranty will automatically become null and void if any attempt to repair the supplied product is made by the client or any third party. In this event no form of compensation will be offered to the client.

B.6.5   The warranty does not cover user misuse or misadventure and does not cover acts of God that result in damage to the product. For example flood, lightening strike or any other situation where the product failed for reasons other than faulty hardware.

B.6.6   The warranty does not cover the product if it is stolen or damaged in transit.

B.6.7   We will not be liable under any circumstances for any loss of productivity or data. It is the client's sole responsibility to make backups of all important data and settings. In any event our total liability shall not exceed the current hardware value of the product as valued solely by us.

B.6.8   We will not guarantee the time required to repair the product, if it develops a fault whilst covered by the warranty. We will however aim to carry out repairs as soon as we deem possible.

B.6.9   In the event that the warranty for the product is made void and we have possession of the product our sole liability will be to return the product, where possible, in the state which it was provided for inspection. In the event that we cannot return the product, for any reason, we will make it available for collection for a period of 14 days. If the client fails to collect the product within 14 days we can charge the client for storage at a rate of £10/week and can dispose of the product if it is not collected within 30 days. Under no circumstances will any form of compensation be provided.

B.6.10   The warranty is available for the client that originally purchased the product only and is non-transferable.

B.6.11   The warranty does not cover any defects due to the natural ageing of supplied products. For

example: keyboard wear and tear, monitors developing faulty pixels etc.

B.6.12   It will only be accepted that a product has a fault where the issue is defined as a fault by the original manufacturer of any suspect component.

B.6.13   The warranty for the product will become immediately void if the customer runs the product outside of its normal operation. For example: over-clocking of the processor.

B.6.14   Replacement parts may, if availability dictates, be second hand or refurbished.

B.6.15   Replacement of parts within the warranty period does not extend the remaining warranty period on the product.

B.7   **Delivery**

B.7.1   The delivery address for any product will be the one supplied by the client at the time of the order. The delivery address cannot be changed and must be the card holders address when payment is made by credit card.

B.7.2   We deliver personally to a limited range. Should a requested delivery location be outside of this range we reserve the right to cancel the contract and refund the client's money without penalty.

B.7.3   The client must be available to receive the product within the time frame agreed with the client. If an attempt is made to deliver the product and the client is unavailable to receive it we reserve the right to charge a missed appointment fee of £25.

B.8   **Cancellation**

B.8.1   If the client requests an appointment for us to carry out on-site services they must pay at least the minimum 1 hour amount unless they cancel the appointment at least 24 hours in advance.

B.8.2   Consumer Contracts Regulations (2014):

B.8.2.1.   Under these regulations the client is allowed a cooling off period of 7 days after making a product purchase via our website. Should a client wish to cancel their contract to purchase a product they may do so by providing, in writing (email is acceptable), notice that they wish to cancel within 7 days of receiving their order.

B.8.2.2.   Any product purchased by the client that the client wishes to return will be collected by us at the client's expense (£25 per item). In addition, the client must supply the product complete, undamaged and in its original packaging. In the event that the product is incomplete or damaged the client will be required to pay any cost incurred correcting the product. These costs will be deducted from the client's original payment before any refund is made.

B.8.2.3.   Purchases made by businesses are not covered under these regulations Therefore, once a business client agrees to purchase product they are bound to pay any amounts due.

B.8.2.4.   Customised products (such as building a custom specified Personal Computer) are not covered Therefore, once a client agrees to go ahead with a contract to purchase in this instance they are bound to make payment in full.

B.8.3   We can refuse to supply products or services to any Client at our sole discretion and without supplying a reason for refusal.

B.8.4   We can request additional order confirmation where necessary and the client must provide this in writing.

C   **Internet Services Terms applicable to the following:**

- **Website Design**
- **Website Hosting**
- **Internet Services and Systems**
- **Email Provision**

- **ADSL Provision**
- **Remote Backup Provision**
- **VoIP Provision**
- **Any other item not covered by Section B**

Definitions applicable to section C:

system(s) refers to any code based website feature (such as an on-line shopping, booking or navigation system).

SEO refers to Search Engine Optimisation a website promotion service(s)

service(s) refers to any service being supplied or carried out for the client. This includes, but is not limited to, website design, SEO, provision of email facilities and website hosting.

product(s) refers to the end result of the service being carried out for the client (such as a website). In certain circumstances (such as where website hosting only is to be provided) there is no end result only provision of a service.

hosting refers to the hosting of any product (making available to other Internet users).

C.1   **Payment**

   C.1.1   **If no alternative payment structure has been detailed in the contract particulars form then the following payment structure will apply**

      C.1.1.1. **Website hosting service:** Payment must be provided in full (for 12 months), in advance of the commencement.

      C.1.1.2. **Website design service:** Payment of the first 50% of the total cost of the product must be paid in advance before commencement of the work. The outstanding balance must be paid before any finished work is put live (made available to users online) or handed over to the client.

      C.1.1.3. **Other services:** Including, but not limited to, rental/shopping cart systems and website promotion services must be paid for in full, in advance of the commencement of the service.

   C.1.2   We reserve the right to suspend, or make unavailable any service, product or system until any outstanding payment owed to us is made in full. This includes those unrelated to the contract for which the payment is owed.

   C.1.3   Any additional services required by the client that are not allowed for in the contract will be charged for. Prices for these additional services will be made available on request.

C.2   **Deadlines**

   C.2.1   **Where the product involves visual elements (such as the design of a website)**

      C.2.1.1. Initially the client will be supplied with an example page. This page will be designed for the client based upon the information supplied to us in writing regarding the required look and functionality. This example page must be accepted or rejected as the main visual design for the product within 7 days of receipt – otherwise it will be deemed to have been approved and the development will continue based on this example page design.

      C.2.1.2. The client must provide us with all necessary resources (such as textual information and images) required for the provision of the service within 14 days of an approved example page.

      C.2.1.3. Generally, any initial draft pages and/or ideas must be approved or rejected by the client within 7 days of receipt, otherwise they will be deemed to have been approved.

      C.2.1.4. After completion of the product it will be previewed to the client for 7 days. During this time the client may request any minor alterations that they require (the decision on what is 'minor' is to be made by us at our sole discretion). After this period the visual elements of the product are deemed to be accepted and any further alterations will be charged for.

      C.2.1.5. Any request for content (such as images, page structure, page copy) made by us must be

complied with within 14 working days and supplied via online means (email, download link, ftp, or a file sharing service such as DropBox)

C.2.2　When a client is contacted regarding a reported fault with any product, service or system. They must respond within 7 days or the fault will be deemed to be resolved.

C.3　Cancellation

C.3.1　In the event that the client wishes to cancel a contract they may do so but they must pay the following costs:

C.3.1.1.　If the service being provided is supplied based on a yearly contract the client will be liable to pay any remaining amounts for the current 12 month period. In the event of cancellation no refund of the contract amounts, part or whole, will be provided.

C.3.1.2.　If any other service is being provided (such as website design) the client will be liable to pay for any time spent developing the product (a minimum of 50% of the total contract value) up to the cancellation date. If the product is deemed by us to be complete barring client supplied content the full value of the contract will be due to us.

C.3.1.3.　In any event the client will also be held liable for any additional costs related to the provision of the service (such as the registering of domain names etc.).

C.3.2　Should the client wish cancel the service, settling all amounts payable as outlined in this section, they can then request a copy of the parts of any product over which they have ownership. This will be supplied via online means (email, download link, ftp, or a file sharing service such as DropBox).

C.3.2.1.　In the event that these parts are website pages the client may continue to use them, in whole and unmodified, provided we are credited (in a way suitably visible to anyone viewing the material) on the pages as the original designers.

C.3.3　If during the development of any product the client fails to keep to the time constraints laid out in this document we reserve the right to cancel the service being provided. In this instance the client will still be liable to pay the costs outlined above as if the client had actively cancelled the service.

C.3.4　If a client wishes to move their website or domain name to another hosting company it is the sole responsibility of the client to ensure that the new hosting company meets any technical requirements.

C.4　Acceptable Use Policy (AUP)

C.4.1　**Where the service involves content being made publicly available (such as the design of a website)**

C.4.1.1.　The client accepts full liability for the content of the product and is responsible for ensuring it does not break any applicable law/legislation.

C.4.1.2.　We reserve the right to remove from the Internet any part of the product that we deem offensive or may be deemed offensive by others.

C.4.2　The client may not use any email facility provided by us for the sending of unsolicited email.

C.4.3　The client may not use any email facility provided by us for the sending of email intended to be disruptive.

C.4.4　The client may not use any email facility provided by us for the sending of email that deliberately contains a virus, trojan, Internet worm or any other destructive or illegal code (such as password collectors).

C.5　Data Protection

C.5.1　The client unconditionally accepts responsibility for any data captured and/or held by the product, or any system/service, on behalf of the client (including, but not limited, all personal information such as address and credit card details). Furthermore, it is the sole responsibility of the client to ensure that any user identifiable information is collected and stored in a manner compliant with the Data Protection Act and any other applicable legislation.

C.6　Ownership

C.6.1   In all instances we retain full ownership rights to any system developed for a client as part of the contract. Additionally we retain the right to sell, modify, lease and/or distribute any system developed for a client in part, or in its complete form, without restriction.

C.6.2   Our products incorporate items from our code and design libraries (such as layouts and visual effects code). These items remain our intellectual property. The client is granted use of any items for the fee outlined in the contract particulars form. This fee covers the installation and usage of one copy of the item in a single product under a single domain name.

C.6.3   The intellectual design of any system developed for the client remains our property. The client is granted use of the system for the fee outlined in the contract. This fee covers the installation and usage of one copy of the system under a single domain name.

C.6.4   **Where the service involves the design of a website:**

C.6.4.1. Upon payment in full the client gains copyright over the appearance of the main pages of the product as a whole. They may use the appearance, in whole and unmodified, for promotional purposes. However, the client does not gain any copyright at any point over any system including the appearance of that system.

C.6.5   In the event of a dispute the client agrees that we will decide which, if any, elements of any product, service or system the client has any copyright over at our sole discretion.

C.7   **Source Material Copyright**

C.7.1   The client unconditionally guarantees that it owns the copyright to, or has the required permission from the rightful copyright owner to use all text, graphics, company logos and all other material supplied to us for inclusion in the product.

C.7.2   Any content acquired from other sources (such as the Internet, magazines etc.) at the client's request shall be subject to the same guarantee (stipulated in C.7.1) as if the client had directly supplied the material.

C.7.3   It is the responsibility of the client to check the final product and bring to our attention any possible breach of copyright or other applicable law/legislation.

C.7.4   The client will indemnify and protect us and any subcontractor from any claim or suit arising from the collection or use of any material in the product.

C.8   **Confidentiality**

C.8.1   The client agrees not to allow any third party access to any system made available to them by us. This includes systems developed by Us and those used by us when interacting with the client.

C.9   **Acknowledgement**

C.9.1   We retain the right to place a small graphical or textual link on the bottom of each page comprising the product. The link will be used only to link to our website or contact email address.

C.9.1.1. The link may also contain with it a small piece of text stating that we were the designers, maintainers and where applicable are the owners, of any product, service or system.

C.9.1.2. The link will not cause any customer visiting the website to leave the client's website but will open in a new browser window.

C.9.1.3. This link may not be removed or modified in any way, or at any point in time, by the client or by any third party without our expressed written permission.

C.9.2   In addition to the above we reserve the right to include acknowledgement of the design in the html code of any product produced – this will not be visible on the page itself.

C.10   **Supply of Service**

C.10.1   We will make reasonable efforts to ensure that any services are supplied as laid out in any accepted contract. However, as our services are provided by the means of computer and telecommunication mediums we provide no guarantee that any service will be fault free and uninterrupted.

C.10.2   In the event of an interruption to any service we will endeavour to resume the supply asap.

No refund will be provided for the loss of service or any associated loses (including but not limited to loss of earnings).

C.10.3   We reserve the right to use subcontractors in the provision of any service, product or system.

C.11   **Limitations of Liability**

C.11.1   We will not be held liable for any unauthorised alterations made to a product/system by any third party once it has been uploaded and is available on the Internet.

C.11.2   We will not be held liable for any failure in the security of any product/system. In addition we will not be held liable in any instance for faults in software or design that leads to any such failure (this includes software developed for the client by us and any third party software).

C.11.3   We do not guarantee that software provided to, or developed for, the client will be fault free. This includes software designed specifically for the client. We will not be held liable under any circumstance due to the failure of software.

C.11.4   We will not be held liable for any failure by any third party (such as a hosting company) even if we have been advised of such a failure in advance.

C.12   **Website Promotion**

C.12.1   **In the event that the product is a website:**

C.12.1.1.We may submit the website to a selection of search engines as part of the development process. Whilst we make every effort to provide an effective submission we provide no guarantees of success.

C.13   **Compatibility**

C.13.1   We endeavour to produce products that are fully functional when viewed using the most recent versions of Google Chrome, Mozilla Firefox and Microsoft Edge. Due to the large number of computing configurations it is impossible to guarantee the product will be fully functional, or indeed function at all, on any other particular combination.

C.13.2   If the client desires the product to be tested on a specific computing configuration We will make efforts to ensure that the product is tested and functional on that configuration. The client may be charged additionally for this.

Copyright © 2016 Sitesculpt Limited