

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, partnership or company for whom work is being (or to be) carried out.

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

contract particulars form refers to any associated **contract** particulars form signed by the **client**.

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

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

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

working day(s) 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) it's directors, or partners, agree to be personally liable to settle any invoice due to **us** in the event the **client** fails to do so by the invoice due date or the **client** ceases trading.

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 **We** 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.2.4 **We** quote for, and carry out, work based on a 6 hour **working day**.
- A.2.5 **We** reserve the right to take time off as required when carrying out any work for a client. Any duration listed in a **contract particulars form** may be fulfilled by **us** non-consecutively.

A.3 Promotional

- A.3.1 **We** 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.

TEL: 07841483211 – WEBSITE: sitesculpt.com – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU

A.4 Renewal of services

- A.4.1 **We** must be notified in writing at least 120 days in advance of the renewal date if the **client** wishes not to renew any **service** that is paid for on a recurring basis (such as a support **contract**). Otherwise, the **client** agrees that the **service** will be automatically renewed 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 **client's** sole responsibility to ensure that any passwords, 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 If any section (or subsection) of the **contract particulars form** 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 the **contract particulars form**.
- A.5.14 In the event of a dispute: If a term from these Terms and Conditions is found to overlap with another term in these Terms and Conditions the term that is most **client** limiting shall take effect.
- A.5.15 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.5.16 **We** may, at our sole discretion, choose to enforce a term from the **contract particulars form** over one from these Terms and Conditions where they overlap. **We** may, at any point, choose to reverse that decision.

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 Personal Computers, routers, printers)**
- **PC hardware and software consultancy (such as advice regarding purchasing, licensing and use) and Support Agreements**
- **Network design, hardware and installation**
- **IT systems reviews**
- **Server administration**

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 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.1.4 **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,

TEL: 07841483211 – WEBSITE: [sitesculpt.com](https://www.sitesculpt.com) – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU

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.5.5 The **client** accepts that no support will be included in any Support Agreement for software that is no longer supported by the company that created it. This support may be provided but will be charged for additionally.

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, if required, 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, lightning 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

TEL: 07841483211 – WEBSITE: sitesculpt.com – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU

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 recognised as a fault by the original manufacturer (of the component of the **product** in question).
- 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: overclocking the CPU.
- 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 £66.

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:

TEL: 07841483211 – WEBSITE: [sitesculpt.com](https://www.sitesculpt.com) – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU

- **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) additionally refers to any code based website feature (such as an on-line shopping cart, booking or rental system).

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

content any information to be used in the creation of the **product** for the **client**.

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 / products:** Including, but not limited to, rental/shopping cart **systems** and website promotion **services** must be paid for as detailed in the **contract particulars form** (or 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** by the **client** 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 Content and Deadlines

C.2.1 In instances where the **client** is 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.2.2 The **client** must provide **us** with all necessary resources (such as textual information and images) required for the provision of any **service** within 14 days.

C.2.3 All **content** or information must be supplied in a digital format via online means (email, download link, ftp, or a file sharing **service** such as DropBox).

C.2.4 All text **content** must be provided in a text file, such as a Libre Office (.odt) or Word file (.doc), and not as an image / screenshot / photo of the **content**.

C.2.5 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.2.6 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 **product** is deemed to be

TEL: 07841483211 – WEBSITE: sitesculpt.com – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU

accepted and any further alterations will be charged for.

- C.2.7 Any request for **content** or information (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) in a digital format.
- C.2.8 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 awaiting **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 securely via link using **our** Nextcloud platform.
- 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 detailed in the **contract** 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**

TEL: 07841483211 – WEBSITE: sitesculpt.com – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU

- 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** 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) 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 **content** 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 source 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. However, no refund will be provided for the loss of **service** or any associated losses (including but not limited to loss of earnings).

- C.10.3 **we** reserve the right to use subcontractors in the supply 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** or **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** or **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 said 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 performance or 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 (when running on the Linux or Microsoft Windows platforms). 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 © 2023 Sitesculpt Limited

TEL: 07841483211 – WEBSITE: sitesculpt.com – EMAIL: graham@sitesculpt.com

Sitesculpt Limited Registered in England and Wales | Company Number: 5913410 | VAT Registration Number: 889 8535 38

Registered Office: 16 Vian Avenue, Eastbourne, East Sussex, BN23 6EU