

# Terms & Conditions of Sale

## 1. Acceptance

The Contract shall consist of your order and our acceptance thereof and shall be in accordance with our quotation.

These terms shall not be varied; nor shall any other terms and/or conditions apply to the contract unless agreed to in writing by us.

Our quotation is provided on the basis that we can provide you your Website / Services.

If you have any doubts, please contact us. Our offer is made, subject to Creative Digital Life Limited approving feasibility.

## 2. Payment Terms

You must pay the fees due within 14 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

Receipts for payment will be issued by us only at your request.

## 3. Build times

Build times quoted are from final approval from you (customer) and settlement of all details enabling your website build to proceed.

We shall not be liable for any delays due to lack of Information, content and images or matters beyond our control, this means payments cannot be withheld by the customer as long as we have completed the website build with the information given to us.

Any services / features offered free are subject to availability and maybe withdrawn at any point.

We will not write content for your website; this is the sole responsibility of the website owner / customer.

We will not source your images for you unless instructed to before you are quoted for your new build.

#### **4. Guarantee**

The company guarantees that it will rectify any technical issues arising out of server failure or technical faults.

From the date of your website / services going live. We exclude repairs, replacements or adjustments or other work necessitated as a result of wilful or accidental damage, misuse, neglect or any other cause beyond our control.

#### **5. Retention of Title**

All Website designs and images created will remain the intellectual property of Creative Digital Life Limited until the contract value has been paid to us in full.

#### **6. Exclusion of Liabilities**

Under no circumstances shall Creative Digital Life Limited be held liable if you do not maintain your website and plug ins.

#### **7. Restriction of Subsequent Servicing**

The Company will be responsible for regular maintenance of your website after the guarantee period only if you have first signed a Maintenance agreement.

We reserve the right to withdraw service in the event of non-payment of outstanding invoices.

#### **8. Value Added Tax**

The prices quoted are subject to increase by the amount of any Government tax including Value Added Tax where chargeable.

#### **9. General**

Should additional unforeseen works be discovered at final build or upon going live, we reserve the right to pass any additional costs on to the customer.

Nothing in the agreement will detract from your statutory rights.

#### **10. Cancellation Policy**

In the event of cancellation of your order prior to the website "going live", for time taken that is costs incurred.

We reserve the right to recover our full costs from the client, their agent. The amount will depend on the stage at which the production of the website has reached. There is a minimum charge of 50% to cover administration and set up of service costs incurred by ourselves and our associated suppliers.

Should cancellation be made once your website / services "go live" the full order value will be made.