

## **Terms and Conditions of Sale**

### **1. Formation of Contract**

- The contract shall be constituted of the customer's order and our acceptance thereof, subject to the terms of our quotation. These conditions shall not be varied, nor shall any other terms and/or conditions be applicable to the contract, unless expressly agreed in writing by us. Our quotation is contingent upon approval by Creative Digital Life Limited regarding the feasibility of providing the requested Website/Services. Should you have any queries or concerns, please contact us immediately.

### **2. Payment Terms**

- Payment for services must be made within 14 days from the issuance of our invoice or in accordance with any agreed credit terms. Failure to make payment within the specified period will incur interest at a rate of 8% per annum above the prevailing base lending rate of the Bank of England, accruing daily until full payment is received. All payments shall be made in full without any deductions or withholdings except as mandated by law. No claims of credit, set-offs, or counterclaims shall be used to justify withholding payment of any amount, in whole or in part. Non-payment within the specified period grants us the right to suspend further services and cancel any future services arranged with or ordered by you. Receipts for payment will be issued only upon your request.

### **3. Build Times**

- Estimated build times commence upon your final approval and after all necessary details for the website build have been finalised. We are not liable for delays caused by insufficient information, content, images, or factors beyond our control. Accordingly, payments cannot be withheld, provided that we have fulfilled the website build based on the information provided. Services or features offered without charge are subject to availability and may be discontinued at any time without notice. The responsibility for content creation and image procurement for the website lies solely with the customer unless otherwise agreed prior to the quotation.

### **4. Guarantee**

- We guarantee to rectify any technical issues resulting from server failure or technical faults from the date your website/services go live. This guarantee excludes repairs, replacements, or adjustments necessitated by intentional or accidental damage, misuse, neglect, or external causes beyond our control.

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

- All website designs and images produced remain the intellectual property of Creative Digital Life Limited until full payment of the contracted value has been received.

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

- Creative Digital Life Limited shall not be held liable for any failures to maintain your website and its plugins.

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

- Post-guarantee period maintenance will be conducted only under a signed Maintenance Agreement. We reserve the right to withdraw services in the event of non-payment of any outstanding invoices.

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

- All quoted prices are exclusive of any government tax, including Value Added Tax (VAT), and are subject to increase by the amount of such taxes where applicable.

#### **9. General**

- In the event that additional unforeseen work is required at the final build stage or upon the website going live, we reserve the right to charge for any additional costs incurred. This agreement does not infringe upon your statutory rights.

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

- If the order is cancelled prior to the website going live, we reserve the right to charge for the time expended and costs incurred up to that point. The charge will depend on the progress made and includes a minimum charge of 50% to cover administration and set-up costs incurred by us and our associated suppliers. Should cancellation occur after the website/services have gone live, the full order value is due.

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales.