

UK Site Builder Ltd Terms and Conditions

By placing an order with UK Site Builder Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client : The company or individual requesting the services of UK Site Builder Ltd

UK Site Builder Ltd: Primary designer/site owner & his employees or affiliates.

General

UK Site Builder Ltd will carry out work only where a written agreement is provided either by email, mail or fax by The Client. UK Site Builder Ltd will carry out work only for The Client if they are 18 years of age or above.

Website Design

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, UK Site Builder Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of UK Site Builder Ltd until all outstanding accounts are paid in full.

Where the website is built from and offered as a basic package by UK Site Builder Ltd, the code used for the package remain the property of UK Site Builder Ltd. All graphics, artwork created for The Client, all images uploaded by The Client and any data stored on a database for The Client are the property of The Client. These files including original source files and database backup are available on request by contacting UK Site Builder Ltd.

Any graphics, artwork, applications, scripts, or software (unless specifically agreed) written by UK Site Builder Ltd remain the copyright of UK Site Builder Ltd and may only be commercially reproduced or resold with the prior permission of UK Site Builder Ltd.

UK Site Builder Ltd cannot take responsibility for any copyright infringements caused by materials submitted by The Client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of UK Site Builder Ltd and where no charge is made by UK Site Builder Ltd for such additions, UK Site Builder Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The Client agrees to make available as soon as is reasonably possible to UK Site Builder Ltd all materials required to complete the website or other works contracted, to the agreed standard and within the set deadline.

UK Site Builder Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

UK Site Builder Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of The Client's appointed agents.

UK Site Builder Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Database, Application and E-Commerce Development

UK Site Builder Ltd cannot take responsibility for any losses incurred by the use of any software created for The Client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

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Where applications or websites are developed on servers not recommended by UK Site Builder Ltd, The Client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is The Client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The Client is expected to test fully any application or programming relating to a site developed by UK Site Builder Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, UK Site Builder Ltd will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

UK Site Builder Ltd will endeavour to ensure that any developed/designed website or application will function correctly on the server it is initially installed and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7+, FireFox 3.5+, Opera Version 10+, Google Chrome Version 15+ and Safari Version 5+ or where the website or web application is specifically design for mobile devices, the web browser specified by the design brief and / or contract entered in to. UK Site Builder Ltd can offer no guarantees of correct function with other web browser software.

External Website & Email Hosting

Whilst UK Site Builder Ltd recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. UK Site Builder Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service.

UK Site Builder Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Payment of Accounts

A deposit or payment in full may be required from The Client before any work is carried out. It is UK Site Builder Ltd policy that any outstanding accounts for work carried out by UK Site Builder Ltd or it's affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless agreed by prior arrangement with UK Site Builder Ltd. If accounts are not settled or UK Site Builder Ltd have not been contacted regarding the delay, access to the related website and or other services may be denied and web pages and/or other related services may be terminated.

Change to these Terms and Conditions

It is as the sole discretion of UK Site Builder Ltd that these terms and conditions will be kept up to date. Any changes to these terms and conditions will be made to this document and will be effective from it's published date on the UK Site Builder Ltd website at http://www.uksitebuilder.net/terms_and_conditions.pdf until such time that UK Site Builder Ltd make any future amendments or changes to this document.

A full copy of these terms and conditions is available upon request.