

Terms and Conditions

These "Terms and Conditions" will apply to and govern all Contracts under which "**SITEC IT**", its affiliates, subsidiaries, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any terms and conditions of the customer, whether referred to in the customer's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished. No variation of these terms and conditions shall be effective unless previously agreed in writing.

1. Definitions

In these conditions: "the charges" are the sums payable to **SITEC IT** or its agents in respect of the goods or services supplied. "The customer" is the body or person to which **SITEC IT** may agree to supply goods or services to in accordance with these terms and conditions. Words denoting the singular number only shall include the plural and vice versa. **SITEC IT** means any employee, sub-contractor or agent of the company **SITEC IT**.

2. Acceptance of Orders

An order, either verbally or in writing, from the customer for services or supplies shall constitute an offer to **SITEC IT** under these terms and conditions subject to the availability of the products and subject to acceptance of the order by **SITEC IT**.

3. Despatch and Delivery of Orders

The dates for delivery of goods, materials or execution of activities mentioned in any quotation or acknowledgement of orders are approximate only. Delivery may be made in whole or in part at the option of **SITEC IT**, and where delivered by instalments shall be paid for or invoiced separately, and seen as separate contracts. If, in the case of the contract or any order involving more than one delivery, default is made in payment on the due date, **SITEC IT** shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety.

4. Pricing and Charges

Payment Prices charged in any quotation are exclusive of VAT, unless otherwise stated, and may be varied without prior notice.

5. Payment Terms

Payment shall be made on the date of performance or by express written agreement between **SITEC IT** and the customer no later than 14 days following the date of performance.

Web site charges are payable on completion of each individual stage of setup: Domain name procurement, web site hosting, draft web site design, production of design artwork, final production of site. Percentages of the complete cost to be agreed prior to commencement of the project.

6. Confidentiality

In the process of completion of any work for the customer, **SITEC IT** will hold personal information about the customer. This information is used only in the course of running the company's business. No information will be made to any third party, unless required to do so by law.

All information about the customer, its business interests, affiliates or any other matter relating to the customer whatsoever shall be treated with complete confidentiality, save for disclosure of the customer's name and address details in the course of running SITEC IT.

7. Security

It is the customer's responsibility to ensure that prior to **SITEC IT** commencing work on its computer system or other electronic installation, that all critical data has been backed up, and that appropriate recovery procedures are in place.

8. Licensing

It is the customer's responsibility to comply with the terms of use, distribution, duplication and other requirements whether public or private in origin applicable applied to any software supplied through **SITEC IT**.

9. Copyright

Copyright of all material originated by **SITEC IT**, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains vested in **SITEC IT**. By separate negotiation and upon payment in full, copyright may be assigned or licensed to the customer.

SITEC IT reserve the right to use any ideas, code snippets, images or any other intellectual property generated by **SITEC IT** for future work for any customer it so chooses. **SITEC IT** will ensure the originating customer is not associated with the resultant work, code, information, images or intellectual property.

10. Bespoke Work

SITEC IT will perform, in accordance with proper development practices, full testing of any function or application as part of the contracted development work.

The customer shall fully test the functionality of any new application, amendment to an existing application or any other bespoke work carried out by **SITEC IT** and confirm in writing to **SITEC IT** any alterations or errors within a 7 day period. Once this period expires it is deemed that the customer accepts all work carried out by **SITEC IT** and furthermore accepts all liabilities for the use of the software in future.

SITEC IT shall accept no liability for any software provided to the customer once it is used in the course of running the customer's business or personal interests.

Bug fixes should be notified to **SITEC IT** in writing within 7 days of receiving the finished solution, these errors will be corrected free of charge provided they are covered within the original scope of work, the customer agrees not to use the software until the errors are corrected save at the customers own risk.

11. Title

Title to the goods shall only pass to the customer upon payment in full of all sums owing or due to **SITEC IT**, whether under contract or otherwise.

12. Risk

Risk in the goods or material passes upon delivery to the customer's premises.

13. Data Protection

SITEC IT will keep any personal or private information strictly confidential, except where disclosure is made at the request or consent of the customer. It may hold personal information about the customer both electronically or in a paper based format. Under the terms of the Data Protection Act, the customer has the right to view any personal data SITEC IT may keep on it.

14. Indemnity

The customer agrees to release, indemnify, and hold **SITEC IT**, its contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including without limitation **SITEC IT**, and the partners, directors, officers, employees and agents of each of them, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or the customers use of the services, including without limitation infringement by the customer, or someone else using the service with its computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided.

15. Liability

SITEC IT shall be under no liability to the customer under these terms and conditions, any agreement or otherwise for any loss or damage howsoever caused to the customer or any other person including, without limitation, any loss of profit, loss of earnings, damage to property, business interruption, damage to reputation or goodwill or any indirect, special or consequential loss or damage (save in respect of death or personal injury resulting from negligence) and any term, condition or representation to the contrary whether express or implied by statute, common law or otherwise is hereby expressly excluded as far as it is possible to exclude it, save for fraudulent misrepresentation to which this exclusion shall not apply. The liability of **SITEC IT** to the customer for any loss or damage of whatsoever nature and however caused shall be limited to and in no circumstances shall exceed the price paid by the purchaser for the service requested.

SITEC IT will attempt to provide further and timely technical services to the customer in the event of system failure, data loss or data corruption which has been proven to be directly and negligently caused by any contractor, agent, employee, officer, director, partner or affiliate of **SITEC IT**.

16. Force Majeure

SITEC IT shall not be liable to the customer for any loss or damage which may be suffered by the customer as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond **SITEC IT**'s control including, but not limited to:

- (a) Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or
- (b) Failure by the customer to give adequate instructions or supply the necessary information in due time or
- (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

17. Severance

SITEC IT and the customer believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.

18. Law

All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England, Scotland and Wales, and the parties hereby submit to the jurisdiction of the courts of England, Scotland and Wales.

19. General

In agreeing to the provision of any services by **SITEC IT**, you are deemed to have read and understood these terms and conditions and agree to be bound by the whole of this agreement.