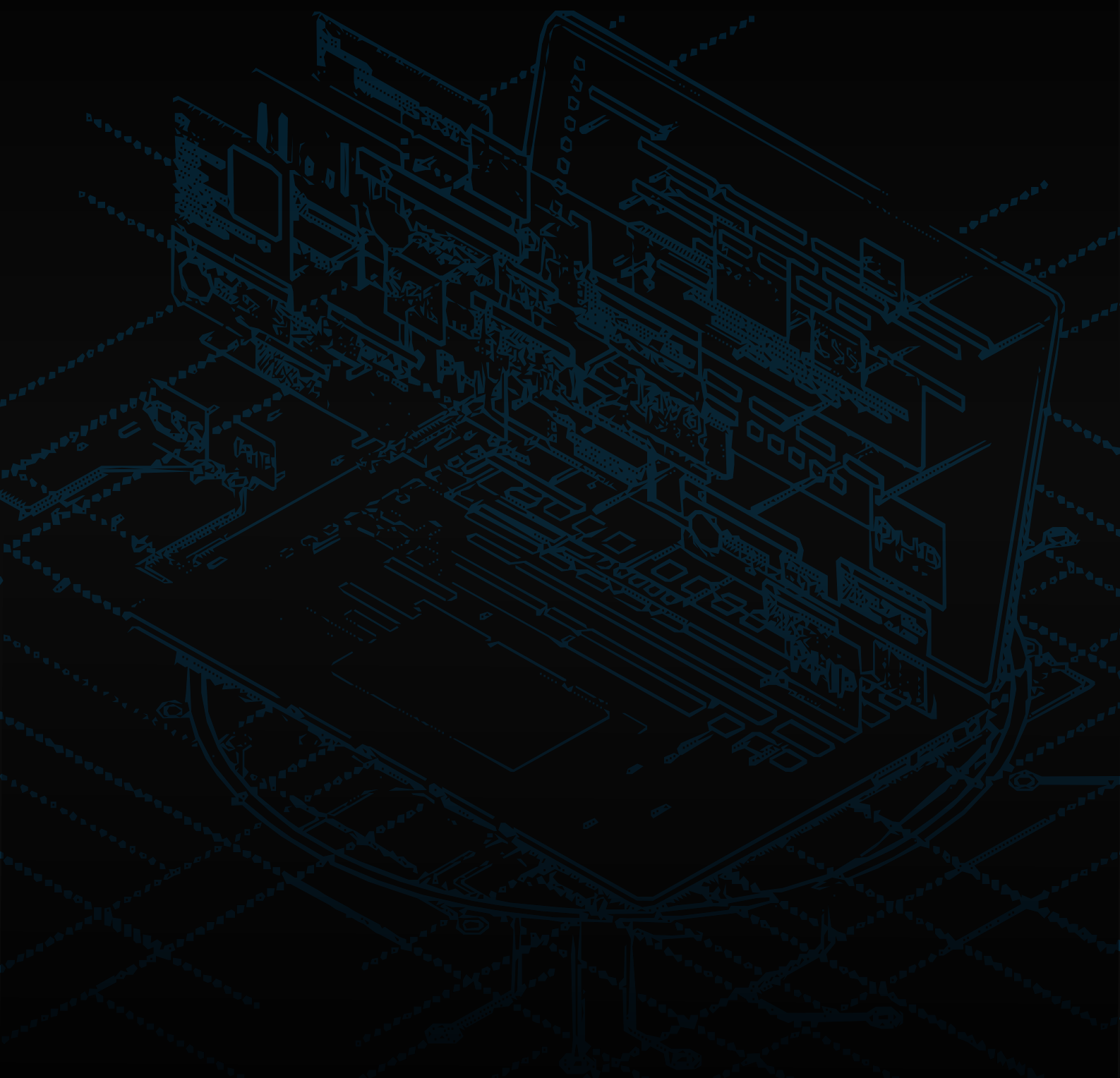




MINDBYTE



**WEBSITE DEVELOPMENT
TERMS & CONDITIONS**



Mindbyte Ltd - Website Development Terms and Conditions - v1.0

Definitions

Client: The person, company or organisation purchasing services.

Developer: Mindbyte Ltd, registered in England and Wales (Company No. 13190650).

Services: Website design, development, and any other digital services described in the agreed proposal or scope of work.

Deliverables: Any website, code, designs, content, documentation, or other outputs provided by Mindbyte Ltd.

Scope of Work

- Work undertaken will be as outlined in the agreed proposal, quotation, or statement of work (SOW).
- Any additional work outside the agreed scope will be subject to a separate quotation and change request approval.

Fees and Payment

- A non-refundable deposit of 50% is payable before work commences, with the remaining 50% payable on completion prior to project deployment.
- Remaining fees will be invoiced according to the payment schedule in the proposal.
- All invoices are payable within 14 days of the issue date unless otherwise agreed in writing.
- Late payments may incur interest at 8% above the Bank of England base rate, in line with the Late Payment of Commercial Debts (Interest) Act 1998.

Client Responsibilities

The Client agrees to:

- Provide all required assets (e.g. content, imagery, branding, hosting credentials) promptly.
- Respond to feedback requests and approvals in a timely manner.
- Ensure that all supplied materials are legally owned or licensed for use.

Intellectual Property

- Upon full and final payment, Mindbyte Ltd grants the Client a non-exclusive, royalty-free licence to use the final website and deliverables.
- Pre-existing tools, libraries, frameworks, or third-party components remain the property of their respective owners.
- Mindbyte Ltd reserves the right to showcase the work in its portfolio and marketing materials unless explicitly agreed otherwise.

Revisions and Amendments

- The Client is entitled to two rounds of revisions during the design/development phase.
- Further revisions or post-sign-off changes will be chargeable at Mindbyte Ltd's standard hourly rate or subject to a new quotation.



Timelines

- Project timelines are estimates and depend on prompt Client communication and asset provision.
- Mindbyte Ltd is not responsible for delays caused by late feedback, incomplete materials, or third-party dependencies.

Testing and Acceptance

- Websites will be tested on current versions of major browsers (Chrome, Safari, Firefox, Edge) and responsive screen sizes.
- The Client has 5 working days after delivery to report any issues. If no feedback is received, the work is deemed accepted.

Hosting and Domains

- Unless otherwise agreed, the Client is responsible for arranging hosting and domain services.
- Where hosting is provided by Mindbyte Ltd, it will be covered under a separate hosting agreement.

Maintenance and Support

- Ongoing support or updates are not included unless specified in the project agreement.
- Maintenance packages are available separately and must be agreed upon in writing.

Limitation of Liability

Mindbyte Ltd shall not be liable for:

- Indirect, incidental, or consequential damages, including loss of profits or data.
- Downtime or breaches resulting from third-party services or hosting providers.
- Issues related to third-party plugins, scripts, APIs or platforms.

Liability is limited to the total fees paid by the Client for the project.

Confidentiality

Both parties agree to treat any confidential information shared during the project as private and not to disclose it to third parties without consent.

Termination

- Either party may terminate the agreement with 14 days' written notice.
- On termination, the Client agrees to pay for all work completed to date and any agreed expenses.
- Mindbyte Ltd reserves the right to suspend work or withhold deliverables if payment terms are not met.



Force Majeure

Mindbyte Ltd will not be liable for delays or failure to perform due to events outside its reasonable control, including but not limited to natural disasters, war, cyberattacks, and technical failures.

Governing Law

These terms are governed by and interpreted in accordance with the laws of England and Wales. Disputes will be subject to the exclusive jurisdiction of the English courts.

Entire Agreement

These Terms, alongside any signed proposal or contract, represent the entire agreement between Mindbyte Ltd and the Client and supersede any previous discussions or understandings.



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