



Terms & Conditions

The following terms and conditions apply to all services offered by Sandbox Digital Ltd (Sandbox). By ordering services from Sandbox you are agreeing to the following terms and conditions:

General Terms

- 1 We reserve the right to refuse to construct a web site, which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
- 2 Our acceptance of a commission shall be deemed as a contractual agreement between the client and Sandbox.
- 3 Your acceptance of a proposal and quote will be deemed as a contractual agreement between you and Sandbox.
- 4 Sandbox cannot always guarantee to start work immediately on a commission but will keep the client informed of any delays and provide a date for the site to be made live if it cannot be started within 7 days.

Copyright

- 5 All material, both text and images, supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
- 6 Sandbox 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.
- 7 The copyright for all material provided by Sandbox, such as HTML code, graphics, photographs and text, will remain the property of Sandbox.



Search Engine Optimisation

- 8 Sandbox makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed or in old browsers that are no longer supported by their developers and have not been updated to ensure compatibility with modern content management systems.
- 9 Sandbox will submit a client's website to several of the major search engines as part of the design commission. If a client wishes Sandbox to promote a web site as a separate commission, Sandbox will make every reasonable effort to promote the website effectively but cannot guarantee high placing's in search engine results.
- 10 Sandbox can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.

Maintenance

- 11 Sandbox does **not** undertake to maintain regular back ups of the site as part of the design commission. Should anything happen to the website the client can upload the original website to their server but any changes made by the client since initial upload will be lost. If the client wishes Sandbox to make regular (weekly or monthly) back ups of their live website this can be negotiated in a separate web maintenance agreement.
- 12 Sandbox rents server space to its clients for hosting their website. Back ups are made by the hosting company on a daily basis. However. Sandbox 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 the hosting provider.
- 13 The terms of the contract are considered finished once the website is uploaded and final payment has been received. Sandbox does **not** provide ongoing maintenance or support once the website is complete. Any amendments requested to the site will be charged based on our hourly rate of £35 (unless a separate web management contract has be agreed).



- 14 Sandbox researches and selects third party plugins that have been coded to provide functional elements to the website. The plugins are regularly updated to improve performance and security to the website. It is the responsibility of the website owner (the customer) to perform regular updates to the site (unless there is a separate web maintenance contract in place). Plugin updates can be made from the main dashboard of the website. Sandbox are not responsible for any problems caused to the website following plugin updates.

Miscellaneous

- 15 Sandbox reserves the right to alter prices at any time without notice. If a client has commissioned any services from Sandbox prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

- 16 By agreeing to these terms and conditions your statutory rights are not affected.

- 17 Sandbox reserves the right to change or modify any of the terms and conditions contained in the Terms and Conditions.

- 18 If you have any complaints about the quality of service you have received from Sandbox please e-mail the managing director, or write to us at: Sandbox Digital Ltd, St Mary's Complex, Waverley Street, Bootle, L20 4AP Stating the full nature of your complaint. We take client satisfaction very seriously and will investigate your complaint promptly and thoroughly.



Web hosting & Domain registration

19 You will be invoiced for renewal of web hosting and domain registration 4 weeks before your contract expires.

20 If payment is not received by the expiry of the domain registration and hosting period, Sandbox will send you a reminder.

21 Webhosting and domain invoices that are more than 10 days overdue will result in a suspension of services - which will result in your website and any associated mailboxes becoming unavailable.

22 Once suspended, the website will remain on our servers for 60 days. After 60 days the domain will no longer be renewable and the website and all files will be deleted completely.

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