

## **Terms and Conditions – [www.sitemills.com](http://www.sitemills.com)**

Welcome to our website. By continuing to browse or otherwise use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy forms Sitemills.com's relationship with you in relation to this website.

The use of this website is subject to the following terms of use:

### **Definitions:**

*The Client* : The company or individual requesting the services of Sitemills.com.

*Sitemills.com, or us or we*: Primary designer/site owner & employees or affiliates.

### **General**

Sitemills.com will carry out work only where an agreement is provided either by email, telephone, mail or fax.

Sitemills.com will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Sitemills.com and the client, this includes telephone and email agreements.

### **Website Design**

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Sitemills.com cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it.

The website, graphics and any programming code created by us remain the property of Sitemills.com until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Sitemills.com remain the copyright of Sitemills.com and may only be commercially reproduced or resold with the written permission of Sitemills.com.

Sitemills.com 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 clients appointed agents.

Sitemills.com 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.

A non-refundable deposit is required before any design work will be carried out. Deposit amounts are negotiable for each project and will not be less than 25% of the original estimate amount.

All price information shown on this website is subject to change without notice and is intended to be illustrative only. All project work will be priced and agreed before work commences. To receive a free quote and arrange an initial consultation, please use the contact form provided on the website.

A link to [www.sitemills.com](http://www.sitemills.com) will be included on each web project we undertake, by default. It is the responsibility of each client to notify us in writing if this is not required or desired. A fee not exceeding 3% of the initial estimate may be included at our discretion for this

Sitemills.com may, at its sole discretion, choose to showcase on its website any project our design team has, or is working on, including screenshots, a link to the live website, and a summary of our role in regards to the project. The client must understand and agree that we are in no way committed to displaying, or linking to, their website(s) or online project(s) on our website, but that we may choose to do so, at our sole discretion.

Where hosting services and/or Domain name registration is arranged by Sitemills.com through 3<sup>rd</sup> party vendors, such costs become payable by the client at the next agreed invoicing date.

### **Database, Application and E-Commerce Development**

Sitemills.com 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.

Any scripts, applications or software (unless specifically agreed) written by Sitemills.com remain the copyright of Sitemills.com and may only be commercially reproduced or resold with the permission of Sitemills.com.

## **Compatibility**

Sitemills.com will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed onto and that it will function correctly when viewed using Microsoft Internet Explorer Version 6. We will also test all web pages using Mozilla Firefox v3.5 and Google Chrome Browser, and will make best endeavor to provide the same functionality, however this is not always possible due to the nature of functionality requested and the differences between various browsers, and therefore cannot be guaranteed.

Because of the nature of web design and programming work, websites always appear differently on different computers. Screen resolution, operating system, and browsing software are just a few examples of variables that may affect the way a website looks. The client must be aware of these possible variations and Sitemills.com will not be held responsible for them.

## **Website Hosting**

Whilst Sitemills.com recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service, and we therefore cannot accept liability for any losses caused by the unavailability, malfunction or interruption of such services.

Sitemills.com reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

## **Payment of Accounts**

A deposit is required from any new client before any work is carried out. It is our policy that any outstanding accounts for work carried out by Sitemills.com are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Sitemills.com.

## **Privacy Policy - [www.sitemills.com](http://www.sitemills.com)**

This privacy policy sets out how Sitemills.com uses and protects any information that you give us when you use this website.

Sitemills.com is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Sitemills.com may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from January 28, 2010.

## **What we collect**

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to any work undertaken

## **What we do with the information we gather**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may use the information to provide contracted services to you.

## **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place what we believe to be suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We may use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over those websites.

Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## **Controlling your personal information**

We promise never to sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting, but only if we deem them relevant to contracted work..

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please request this through the website.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.