

The Services offered by Safetech LTD (as defined below) can only be used by Clients who have accepted them unconditionally by ordering our Services. It is not possible to proceed with the Order without this acceptance. The Client undertakes to fulfil the obligations contained within these Terms and Conditions. The Agreement between the Client and the Consultant comes into force as soon as the Client places an Order with the Consultant, where the Consultant undertakes a recorded telephone Order with the Client, the Consultant meets with the Client to secure the Order, or the Client places an Order by signing an electronic document, such as a DocuSign. The Consultants General Terms and Conditions are made readily available on the Consultants Website at www.safetech.co.uk. The Client should save and/or print a copy of these Terms and Conditions for future reference when making an Order. These General Terms and Conditions apply to the offering and provision of Services by Safetech LTD. These General Terms and Conditions are subject to the Agreement which is made available to the Client and which the Client also accepts at the moment that an Order is placed. It is the Client's responsibility to familiarise themselves with the Consultants General Terms and Conditions. The Agreement applies to all new Clients and existing Clients of Safetech LTD and is effective from the 26th of November 2025. The Safetech LTD brand and www.safetech.co.uk and respective website is wholly owned by Safetech LTD. The Consultants Contracts and relevant Agreements are deemed to be business-to-business Contracts and Agreements between "Client" and "Consultant". The General Terms and Conditions can be changed by Safetech LTD at any time and are with respect to the Services provided by Safetech LTD, hereinafter referred to as the "Work" and "Services". Whereas, Consultant is a professional supplier of Website Development, Search Engine Optimisation/Marketing, Hosting, Branding and Business Consultancy Services of good standing; whereas, you, the Client wishes us, the Consultant to create certain work described more fully herein; and whereas, Consultant wishes to create such work; now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Definitions

- 1.1 "Agreement" refers to a business-to-business agreement and the associated contract.
- 1.2 "Arrears Collection Action" refers to the measures undertaken by the Consultant when an account is in Default and the Contract has been violated. This process permits the application of late payment fees, arrears management fees and litigation management fees to the Client's account.
- 1.3 "Charges" refers to the fees specified in any Quotation and subsequently confirmed by the Order, and/or those listed in the Consultant's prevailing price list or tariff structure at the relevant time.
- 1.4 "Contract" refers to an agreement, governed by these General Terms and Conditions, under which the Consultant provides the Work and/or Services to the Client.
- 1.5 "Confidential Information" refers to any information (in any form) that is identified as confidential or which by its nature or the circumstances of disclosure would reasonably be understood to be confidential. This includes business operations, finances, technical data, trade secrets, know-how, client data, and any other non-public information of a party.
- 1.6 "Client" refers to the company, firm, body, or individual who orders and/or utilises the Services provided by the Consultant, hereinafter also referred to as 'you' or 'your'.
- 1.7 "Client Content/Data" refers to any text, graphics, photographs, audio, information, data, music, video, film, or other copyrighted material that is publicly accessible on the Website or submitted for publication on the Website by the Client or by third parties (excluding the Consultant) engaged by the Client. This definition also encompasses all User Generated Content as well as information related to Users (including, but not limited to, page impression statistics, Users' email addresses, or other information provided or represented about Users on the Website).
- 1.8 "Consultant" means Safetech LTD, company number 08170353, with its registered office at 4, The Capricorn Centre, Cranes Farm Road, Basildon, SS14 3JJ. References to 'us', 'we', or 'our' should be understood as referring to Safetech LTD.
- 1.9 "Default" refers to the failure of either party to fulfil their obligations under this agreement, including however not limited to a fundamental breach or breach of a fundamental term.
- 1.10 "Direct Debit/Standing Order" refers to a financial transaction in which the Consultant receives funds from the Client's designated bank account. Specifically, the Consultant formally instructs the Client's bank to debit a specified amount from the Client's account and transfer these funds to an account designated by the Consultant.
- 1.11 "Domain Name" refers to the name that is registered with an Internet Registration Authority and is utilised in the URLs of the Client's website(s).
- 1.12 "Information" refers to any data or content, whether visual or textual, that is published or otherwise made accessible (directly or indirectly) on the Internet through the Website.
- 1.13 "Instalment Transaction" refers to a purchase of Services for which payment is divided into multiple instalments, billed over a period mutually agreed upon by the Client and the Consultant.
- 1.14 "Intellectual Property Rights" refers to patents, trademarks, service marks, database rights, design rights (registered or unregistered), applications for any of the foregoing, copyrights, know-how, trade or business names, domain names, and any similar rights or obligations, whether or not they are registerable, in any territory or jurisdiction (including, but not limited to, the United Kingdom).
- 1.15 "Invoices" refers to invoices issued by the Consultant to the Client for payment of Services ordered under the terms of the Contract.
- 1.16 "Ongoing Services" refers to Website Development, Search Engine Optimisation/Marketing Services, Server and Hosting Services, Google Ads Management Services, Social Media Management Services, Branding, Business Consultancy, or any other services provided by the Consultant that involve Recurring Transactions and/or Instalment Transactions.
- 1.17 "Order" refers to a purchase order submitted by the Client to the Consultant concerning the Services, including all documents referenced therein.
- 1.18 "Quotation" refers to a formal offer (incorporating these conditions) provided by the Consultant to the Client for an agreed scope of Work relating to the Services.
- 1.19 "Recurring Bank Card / Direct Debit / Standing Order Payments" refers to a series of scheduled transactions, occurring at intervals not exceeding one year, which constitute an agreement between the Client and the Consultant for the purchase of services delivered over a designated period.
- 1.20 "Search Engine Optimisation/Marketing Services" refers to the practice of enhancing the visibility of a company, its website, or individual web pages within the "natural" or "organic" search results generated by search engines following user queries.
- 1.21 "Google Ads Management Services" refers to the process of enhancing the visibility of a company, its website, or a webpage within a search engine's "Paid or Sponsored" search results following a user query on that search engine.
- 1.22 "Social Media Management Services" refers to the systematic enhancement of a company's or service's online presence through scheduled postings on designated Social Media Platforms.
- 1.23 "Server and Hosting Services" refers to the servers operated by the Consultant for the purpose of storing and hosting websites, emails, databases, and any other electronic information, as necessary.

1.24 "Services" refers to the work and/or services, including but not limited to Ongoing Services, which are the subject of the Contract and are to be performed by the Consultant for the Client in accordance with the Order.

1.25 "User" refers to any individual who accesses the Website, whether through the Internet or by other means.

1.26 "User Generated Content" refers to any material submitted or posted by Users on the Website.

1.27 "URL" refers to a Uniform Resource Locator.

1.28 "Website" refers to the site developed by the Consultant for the Client, as detailed in any specification, project questionnaire, or written instruction provided to the Consultant by the Client.

1.29 "Work" refers to, but is not limited to, services such as Website Development, Search Engine Optimisation/Marketing, Server and Hosting Solutions, Google Ads Management, Social Media Management, as well as Branding and Business Consultancy.

2. Confidential Information

2.1 During the course of this Agreement, both parties may exchange Confidential Information as necessary to facilitate the Work. Such information shall be clearly identified in writing at the time of disclosure and must be protected by the receiving party, who shall not disclose it to any third party. Confidential Information does not include information that:

- Was already known by the recipient prior to disclosure;
- Enters the public domain through no fault or breach of this Agreement;
- Is received lawfully from a third party with no obligation of confidentiality to either party under this Agreement.

2.2 Each party shall protect the other's Confidential Information and not use or disclose it except for the purposes of this Agreement. Confidential Information disclosed orally shall be deemed confidential if a reasonable person would so understand it (or if the discloser confirms its confidential nature in writing within 30 days).

3. General

3.1 Safetech LTD ("us," "we") is a company offering Website Development, Search Engine Optimisation/Marketing Services, Server and Hosting Services, Google Ads Management Services, Social Media Management Services, Branding, and Business Consultancy. Upon receipt of an order from you, we promptly deliver the agreed professional services as specified.

3.2 The parties to this Agreement are independent entities; nothing herein shall be construed as establishing either party as the employer, principal, partner, or joint ventures of the other.

3.3 Neither party possesses the authority to assume or create any obligation or liability, whether express or implied, on behalf of the other party.

4. Agreement

4.1 The Agreement between you and our company takes effect upon placing an Order for our Services. We may provide the Agreement for your signature either electronically or in hard copy; alternatively, we may establish a binding Contract through recorded telephone conversations or verbal consent. Confirmation of your Order may occur via recorded telephone lines, email correspondence, verbal communication, or in-person meetings. Regardless of the method used, all Orders and Agreements are considered legally binding business-to-business Contracts.

4.2 This is a business-to-business contract; therefore, consumer protection laws (such as the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 on distance selling or any cooling-off rights) do not apply.

4.3 Nothing in this Agreement affects the statutory rights or obligations implied by the Supply of Goods and Services Act 1982.

4.4 Unless specifically amended at the point of ordering, all Contracts have a duration of one year.

5. Terms of Payment

5.1 All prices listed and payments due are net amounts, payable in Pounds Sterling.

5.2 As consideration for our fulfilment of obligations under the Contract, you are required to remit all sums owed pursuant to the Contract by the specified payment due date.

5.3 Upon placing an Order, you must pay the full contract value unless we have agreed to allow payment in instalments; in such cases, a deposit, as determined at the point of sale, is required. Please note that any deposit paid is non-refundable.

5.4 Charges for the Work will be issued immediately upon completion of your Order, rather than upon completion of the Work itself. Unless otherwise agreed in writing, payment is due promptly following the placement of the Order.

5.5 Non-payment of agreed sums by the due date constitutes a Default and may lead to suspension or disconnection of any Service and/or Ongoing Service provided.

5.6 Continued failure to make payments by their due date shall also be considered a Default and may trigger 'Arrears Collection Action.'

5.7 You must supply all necessary Information required to complete the Work and provide Services as stipulated. This Information must be furnished within 56 days from the Order date. Failure to provide the requisite Information by the 56th day after the Order may result in the withdrawal of any payment instalment facility, and all outstanding amounts will become immediately due and payable on or before the 56th day; however we will honour the order when you eventually supply the required information, within one year of the original Order.

6. Charges

6.1 We will invoice your account for the Work and Ongoing Services delivered to you in accordance with our established Charges, and you agree to pay the corresponding amount as specified.

6.2 Our Charges may be revised from time to time. Any such revision will not affect an ongoing Contract term but will apply upon renewal or for new Services after you have been informed of the change. We will communicate any price changes to you in advance.

6.3 We reserve the right to require payment for our Work and Ongoing Services via Direct Debit or Standing Order and acknowledge that Charges may increase if payment is made by alternative methods. If a Direct Debit, Standing Order, Recurring Card Payment, or Instalment Transaction is dishonoured or cancelled, we may pass on any third-party Charges incurred and additionally, adjust your credit limit or suspend/terminate the Work and/or Services.

6.4 Should you wish to cancel or amend details relating to a Direct Debit, Standing Order, Recurring Card Payment, or Instalment Transaction, you must notify us immediately and provide an alternative acceptable method of payment.

6.5 If payment for Work and/or Services has been agreed in instalments, the first payment will be collected at the time of Order, via Direct Debit, Debit/Credit card, or BACS bank transfer. Services may be rendered prior to receipt of payment; consequently, your Order constitutes our Agreement and relevant business-to-business Contract.

6.6 Requests for copies of previously supplied invoices and/or receipts may incur an additional charge for this service.

6.7 Upon placement of your Order, you will receive invoices, receipts, Agreements, and/or Contracts electronically. It is a contractual requirement that you supply a valid email address for these communications and update us regarding any changes to this information. You are responsible for ensuring your email is functioning correctly; we bear no liability for transmission errors unless arising from our negligence. Furthermore, you are responsible for informing us of changes in circumstances, including but not limited to, changes in business or personal address.

6.8 All applicable payments will be collected on the agreed due date as specified during your order of our services and in accordance with the contract. Should the due date fall on a weekend or public holiday, we will process the payment on the following working day. If you choose to pay by Direct Debit or Standing Order, and an error occurs in our charges, you are entitled to an immediate refund from your bank or building society. You may cancel a Direct Debit or Standing Order at any time by notifying your bank or building society in writing. Should you cancel this payment method, you must inform us promptly and provide an alternative form of payment acceptable to us.

6.9 If you dispute any item on your invoice, you must notify our accounts department in writing within 30 days of the invoice date. After this period, the invoice will be deemed accepted. Disputes should be directed to Safetech LTD accounts at accounts@safetech.co.uk.

6.10 If payment is late, we may charge an overdue payment fee of £25 ex vat per overdue invoice and an arrears administration fee of £75 ex vat per account to cover our additional internal costs. If we incur external costs (for example, bank charges for a bounced payment or fees paid to a debt collection agency), we will add those to the amount due. In the event legal action is commenced for recovery, you will be responsible for our reasonable legal costs as per Clause 6.14.

6.11 If we acknowledge an error on our part, any incorrectly charged amounts will be refunded within 30 days of notification. If you remain dissatisfied with our resolution, please refer to the dispute resolution procedures outlined in our code of practice.

6.12 We may charge interest on overdue sums at 8% per annum above the Bank of England base rate (as allowed by the Late Payment of Commercial Debts Act 1998). Interest will accrue daily from 30 days after the due date until payment.

6.13 In the event of a default on your account, we reserve the right to suspend or terminate the services provided to you with immediate effect.

6.14 In case of Default, you agree to reimburse all reasonable costs we incur in collecting overdue amounts, including reasonable solicitor's fees and court costs.

7. Recorded Telephone Calls

7.1 Whether you contact us or we contact you by telephone, you consent to our recording of selected calls for purposes including, but not limited to, training, marketing, and dispute resolution.

7.2 You authorise us to use any recorded telephone calls as appropriate and, if necessary, to provide them to authorities and/or third parties for reasons such as law enforcement, training, and dispute resolution.

8. Delivery and Completion Dates

8.1 We will make every reasonable effort to provide Services within the timeframe specified at the time of Order, or if no timeframe is stated, within a reasonable period.

8.2 Any dates or timeframes we specify for the provision of Services or delivery of Work are approximate unless expressly stated otherwise; in all cases, quality is prioritised over timing with regard to delivery and performance.

8.3 Any dates we provide for delivery of Services or Work are approximate, unless expressly stated as fixed deadlines. We will use reasonable efforts to meet agreed timelines, but factors outside our reasonable control (including your delays or force majeure events) may cause slippage.

8.4 If we fail to meet an expressly agreed delivery date due to our own fault and do not rectify that within a reasonable grace period, you will be entitled to cancel the affected Work without further charge. However, no minor delay or delay caused by events outside our control shall entitle you to reject Work or terminate the Contract. Except in cases of our negligence or breach, we shall not be liable for delays in delivery, performance or responding to support tickets.

9. Work

9.1 Where stipulated by the Order, we will deliver the agreed Services and undertake the relevant Work in accordance with the Specifications detailed in the Order.

9.2 You are required to provide us, promptly and in the format specified by us, with all Information reasonably necessary to enable the completion of the Work in line with the Specification.

9.3 You agree not to supply any Information or materials that infringe upon the Intellectual Property Rights of third parties or are fraudulent, offensive, abusive, defamatory, obscene, menacing, cause annoyance, inconvenience, or undue anxiety, or constitute unsolicited advertising or promotional content.

9.4 You unconditionally warrant that any materials, whether physical or electronic—including but not limited to text, graphics, or other artwork—supplied for inclusion in the Work and/or Services, are owned by you or that you have obtained the appropriate permissions from the rightful owner. You further agree to indemnify, defend, and hold harmless us and our affiliates or partners against any claims or actions arising from the use of such supplied materials.

9.5 We may convert the materials you provide into a display-ready format for use in the Work and/or Services. Should the materials, Information, or Content/Data not be supplied in the requested digital format, an additional charge may apply for conversion or amendment.

9.6 Neither we nor our affiliates, associates, or partners can guarantee specific outcomes resulting from the Work and Services provided, except where such results are directly attributable to our negligence.

9.7 Any statistics or examples of our prior successes provided to you are approximate and reflect information available at the time of the Order.

9.8 While we strive to ensure our services facilitate your desired results, certain outcomes are beyond our control, and as such, we cannot guarantee the achievement of any particular result.

10. Agreement Renewals

10.1 Each Ongoing Service provided is for a fixed term as specified at the time of your Order.

10.2 Should you choose to discontinue our Services before the contract term concludes, you will be charged for the full duration of the Agreement in accordance with the terms outlined in your original contract.

10.3 Your Agreement and associated Ongoing Services will automatically renew for successive one-year terms upon the anniversary of the Contract term unless cancelled in accordance with clauses 10.7–10.8.

10.4 Automatic payments for Ongoing Services will be processed using your selected payment method on the due date.

10.5 The renewal price for Services will be the standard price in effect at the time of renewal (excluding any introductory discounts), and we will inform you of any price changes prior to renewal.

10.6 It is your responsibility to review and consider the expiration of any Service discount period prior to the renewal of your Contract and Agreement at the end of the term.

10.7 If you do not wish to have your Agreement and Services automatically renewed, it is your sole responsibility to notify us in writing. Such notification should be sent to: Safetech LTD, Unit 7 Imperial Park, Rayleigh, Essex, SS6 9RS or emailed to us at hello@safetech.co.uk. You are responsible for ensuring that this communication is received by us.

10.8 We will send a renewal reminder to the email address we have on file at least 45 days before the end of the term as a courtesy. Failure for you to receive or for us to send this reminder will not invalidate the renewal, so please diarise the termination notice deadline. However, if you accidentally miss the notice deadline, we encourage you to contact us, where, at our discretion we may still allow cancellation of renewal provided Services for the new term have not commenced.

11. Responsibility for Approving Completed Work

11.1 You acknowledge and agree that we will produce the Work according to the Specification you provide. It is your responsibility to thoroughly review and approve the completed Work, including, but not limited to, the spelling of names and addresses, as well as the accuracy of telephone numbers, upon completion by us.

11.2 We accept no liability for any inaccuracies in the Work if, and to the extent that, such inaccuracies result from your failure to review, approve, or request amendments to the Work supplied under the Contract.

12. Search Engine Optimisation/Marketing Services

12.1 Where outlined in the Order, we shall provide Search Engine Optimisation/Marketing Services, employing reasonable endeavours to enhance your Website's ranking so that it appears organically in search engine results, including but not limited to those of "Google", "Yahoo", and "MSN".

12.2 While every effort will be made to improve the positioning of your company's Website on relevant search engines through our services, we do not guarantee specific outcomes or warrant any resultant increase in sales.

12.3 We accept no liability for variations in your company's Website ranking within any search engine results, whether such changes occur after the commencement or during the provision of our Search Engine Optimisation/Marketing Services.

12.4 Upon termination of the Search Engine Optimisation/Marketing Services, you agree to remove (or permit us to remove) any of our proprietary code or scripts that were implemented as part of those services, if such code is not generally commercially available or was provided under licence only for the duration of the service.

12.5 We will not remove or disable any elements of your website that are owned by you or licensed for your continued use post-termination. Any removal will be done in a manner intended not to disrupt your website's functionality.

12.6 Search Engine Optimisation/Marketing Services are provided for a period of one year. On each anniversary, the services will automatically renew for an additional one-year term. Renewal charges will be based on the prevailing rate at the time of renewal, irrespective of any discounts applied at the commencement of the prior term.

13. Google Ads Management Services

13.1 Where outlined in the Order, we will provide Google Ads Management Services, which involve making reasonable efforts to feature your Website in the 'Sponsored' listings on Google search engines in response to relevant searches.

13.2 While we strive to feature your Website in these 'Sponsored' listings through our Google Ads Management Services, we cannot guarantee placement or specific outcomes, including the generation of sales.

13.3 In accordance with the Order and the applicable Contract, we will manage your advertising campaign via the Google pay-per-click (PPC) portal. This portal will be administered on your behalf, but ownership remains with you.

13.4 Google imposes a fee for every 'Click' generated by the campaign that directs users to your website from its search engine. You are solely responsible for paying Google directly and promptly for these 'Clicks,' which constitute your 'Ad Spend.' Please note that Google's Pay Per Click fees are not included within our Google Ads Management Service charges.

13.5 Google Ads Management Services are provided for a term of one year. Upon the anniversary of the service, Google Ads Management Services will automatically renew for an additional year. The prevailing rate at the time of renewal will apply to Google Ads Management Services, and any initial discounts agreed upon at the start of the previous period will not carry over.

14. Social Media Management Services

14.1 Where outlined in the Order, we will provide Social Media Management Services by employing reasonable efforts to enhance your company or service's visibility through periodic posts on the designated Social Media Platforms.

14.2 While we are committed to promoting visibility for your company or service on relevant Social Media Platforms through our Social Media Management Services, we do not guarantee specific results, including increased sales.

14.3 In accordance with the Order and applicable Contract, we will administer campaigns via the specified Social Media Platforms and accounts. These accounts shall be managed on your behalf; however always remain your property.

14.4 Please note that Social Media Platforms may impose fees for advertising. Should you choose to utilise paid advertisements, you are solely responsible for remitting payments directly to the respective Social Media Platforms in a timely manner. These advertising fees are separate from our Social Media Management Service charges.

14.5 Social Media Management Services are provided for an initial term of one year. Upon the anniversary of the commencement of these services, they will automatically renew for an additional one-year period. The renewal will be billed at the prevailing rate at the time of renewal, superseding any previously agreed upon discounted rates.

15. Server and Hosting Services

15.1 Where outlined in the Order, we will deliver Hosting Services by promptly initiating and allocating server space following receipt of the Order. Access to the Internet via the server will be provided, as necessary.

15.2 In accordance with the Order and related Contract for Hosting Services, fees will apply to our Server and Hosting Services irrespective of whether your website or data is indexed by search engines or publicly accessible online.

15.3 We shall furnish you with secure access to your websites, email accounts, databases, and any other electronic information as required.

15.4 You are solely responsible for ensuring the accuracy, legality, and regulatory compliance of all websites, emails, databases, and electronic information hosted by us on our servers.

15.5 You acknowledge that, while we are not obligated to monitor content you host with us (and we generally do not pre-screen or vet your content), we may be required by law to remove or disclose certain content if properly notified. In such cases, we will comply with legal requirements and may provide relevant evidence (e.g. access logs) to authorities or claimants as needed to resolve any disputes or legal matters.

15.6 While we strive to maintain continuous availability of Server and Hosting Services, including websites, emails, databases, and electronic information, we cannot guarantee uninterrupted service. Nevertheless, we will make reasonable efforts to minimize downtime.

15.7 Occasionally, Server and Hosting Services, such as website, emails, database, and electronic information Hosting, may need to be temporarily suspended for maintenance, repairs, or upgrades. Whenever possible, advance notice will be given. Services will be restored as quickly as reasonably possible.

15.8 You accept the Server and Hosting Services "as is," with all faults and limitations, and without any warranties of accuracy, completeness, quality, continuity, or fitness for purpose except that we will provide the services with reasonable care and skill. This clause does not exclude liability for our negligence or breach of statutory duty in providing the hosting service.

15.9 Server and Hosting Services are provided on an annual basis. Upon the anniversary of service, automatic renewal for an additional one-year term will occur at the prevailing rate, which may differ from any prior discounted rates agreed at the inception of the preceding term.

15.10 If you wish to cancel hosting services before the end of the term, the services will remain available to you until the end of the paid term (unless you request immediate suspension). Such cancellation will not entitle you to a refund of fees for the remaining term, and you remain responsible for payment through to the end of that term. We will not charge fees beyond the current term provided you have given notice of non-renewal per clause 10.7.

15.11 Requests for retrieval of information hosted on our servers on your behalf will incur a fee equivalent to two hours of labour, as detailed in Section 25 of these General Terms and Conditions.

16. Domain Names

16.1 Where specified in the Order, we will automatically renew any Domain Name that you instruct us to renew on an annual basis. The renewal fee for the Domain Name will be charged at the prevailing rate.

16.2 You assume full responsibility for any additional Domain Names that you have registered but have not instructed us to renew on your behalf. In such cases, you are responsible for making timely payments directly to the relevant Domain Name provider as required.

16.3 Except where exclusion is unlawful, we are not liable for domain expiration unless it was due to our failure to take agreed renewal steps.

17. e-Commerce Web Services

17.1 Where specified in the Order, we may provide e-Commerce Services, such as, however not limited to, payment gateways and product delivery services. Some Services may be supplied by third parties and other suppliers where you are subject to the terms and conditions of such business by using their services.

17.2 We accept no liability for any inherent defects in third-party platforms or services, that we do not control, however we remain liable if our own breach in integrating or using any relevant third-party services causes loss (subject to the overall liability cap).

18. Client Warranties

18.1 You represent and warrant that you possess the rights necessary to use, and to authorise our use of, any information and/or materials that you provide, or have obtained such rights from relevant third parties. You agree not to supply any information and/or materials that are unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or otherwise objectionable, including those that may be harmful to minors or violate any third party rights under law or contractual or fiduciary relationships. Additionally, you will ensure that your submissions do not infringe on any intellectual property rights or consist of unsolicited or unauthorised advertising, promotional material, junk mail, spam, chain letters, pyramid schemes, or other forms of solicitation. You further confirm that such information and/or materials will not contain software viruses or any other code, files, or programs intended to interrupt, destroy, or limit the functionality of computer systems or telecommunications equipment, nor will they violate applicable laws or regulations, including the United Kingdom Data Protection Legislation. You also warrant compliance with the Data Protection Act 2018.

18.2 You acknowledge that we are not obligated to monitor, vet, or approve the information and/or materials you provide, and accept that we disclaim all liability regarding the content of this information.

18.3 We warrant that we will perform the work and deliver services with reasonable skill and care, adhering to industry standards for similar services, and in compliance with the Data Protection Act 2018.

19. Intellectual Property and Licence

19.1 Pre-existing Materials: All Intellectual Property Rights in our pre-existing materials, methodologies, software tools, and generic components used in the creation of the Website or in performing the Services shall remain vested in us (Safetech). For clarity, this includes any code, libraries, templates, or know-how that we have developed or licensed from third parties prior to or independently of our work for you.

19.2 Assignment of Deliverables: Upon receipt of full and final payment for the Work, we assign to you all Intellectual Property Rights in the final deliverables we create for you under this Contract, except for Safetech's pre-existing materials referenced in 19.1. We will execute any document reasonably required to effect such assignment. This means that the design, graphics, and unique code developed specifically for your Website will belong to you after full payment.

19.3 Licence of Safetech Components: To the extent deliverables include any of our pre-existing or proprietary components (as per 19.1) or open-source components, we grant you a perpetual, worldwide, royalty-free licence to use those components as part of the Website or Services deliverable. This licence allows you to use the Website fully, even though we retain ownership of the underlying tools.

19.4 Client Materials: All Intellectual Property Rights in any materials you provide to us (such as logos, text, images, data) remain with you (or your licensors). You grant us a licence to use those materials as needed to perform the Services. We will not acquire any rights in your trademarks or content except as necessary to complete the Work.

19.5 No Resale of Work: The deliverables are provided for your internal/business use. This Agreement does not grant either party the right to commercially exploit or resell the other's deliverables or intellectual property to third parties, except with the other party's written consent. For example, you may not resell our website design as a product to others, and we may not sell your specific website design to another client.

19.6 Portfolio Rights: Notwithstanding the above, we reserve the right to display or mention the Work in our portfolio, website, or case studies for the purpose of showcasing our services, unless you specifically request in writing that we refrain from doing so. Any such use will appropriately credit your ownership of the project. Conversely, you may publicly reference Safetech as the developer of the Work (e.g. in press releases or website footers), provided such reference is factual and does not imply our endorsement of any of your products or services. (Refer also to Clause 29 regarding publicity.)

19.7 Third Party IP Indemnity: We warrant that to the best of our knowledge, the Work we create will not infringe any third party's Intellectual Property Rights. In the event of an unforeseen infringement claim against you by a third party based on the Work we delivered, we will indemnify you against any reasonable losses, damages or legal costs incurred as a result of that claim, provided that: (a) you promptly notify us of the claim, (b) you allow us sole control of the defence or settlement of the claim, and (c) the claim does not result from your misuse or modification of the Work or from materials you supplied. This clause provides you assurance that you will not be left exposed if a third party alleges our Work violated their IP rights and is a key part of our service commitment.

20. Indemnity

20.1 You agree to indemnify and hold us harmless from any loss, damage, cost, or expense (including reasonable solicitors' fees and expenses) that we may sustain or incur as a result of any third-party claim alleging that the information and/or materials you provide infringe upon the intellectual property rights of a third party and/or are fraudulent, offensive, abusive, defamatory, obscene, menacing, cause annoyance, inconvenience, unnecessary anxiety, or constitute unsolicited advertising or promotional material. This also applies to any work completed in accordance with your instructions, including hosting of your websites, emails, databases, or other electronic information that results in infringement of any intellectual property right (including, but not limited to, framing or linking to third-party websites), or to any third-party claim arising from your breach of the warranties outlined in Clause 18.1 above.

21. Limitation of Liability

21.1 Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation. Subject to the foregoing, we shall not be liable to you for any indirect or consequential loss or damage, or for any loss of profit, loss of business, loss of revenue, or loss of anticipated savings. Our total aggregate liability arising under or in connection with this Contract (whether in contract, tort, or otherwise) shall be limited to the amount of fees paid by you for the Services in the 12 months preceding the event giving rise to liability. To the extent permitted by law, any implied warranties or conditions are excluded, or if incapable of exclusion, limited to the minimum extent allowed. Each sub-limit and exclusion in this clause is considered reasonable in the context of a business-to-business agreement and reflects the allocation of risk and price agreed between us.

21.2 Neither party shall be liable for failure to fulfil obligations under this Agreement due to circumstances beyond its reasonable control.

22. Notices

22.1 All notices or communications required under these terms must be made in writing and may be delivered personally, sent via prepaid first-class post, or transmitted by email.

22.2 A notice or document is deemed properly served if delivered in person at the time of delivery; if posted, 48 hours after dispatch; and if sent by email, at the time of transmission.

23. Invalidity

23.1 If any provision of these terms is found to be invalid, illegal, or unenforceable, such a finding shall not affect the validity, legality, or enforceability of the remaining provisions.

24. Third Party Rights

24.1 Except as expressly permitted by the Contracts (Rights of Third Parties) Act 1999, no person or entity not a party to this Agreement shall have any right to enforce any term herein. This clause does not affect any rights or remedies independently available to such persons outside the scope of the aforementioned Act.

25. Fees and Additional Chargeable Services

25.1 In the event that your instructions or directions change, substantial amendments to the Order are made, or additional work becomes necessary, such services will be billed at a rate of £98.95 ex vat per hour. Services not specified in the original Order, including, but not limited to, work exceeding the agreed scope or the transfer of websites and/or domain names, are classified as additional chargeable services. These will require a separate Agreement, Order, and payment distinct from those provided for under the initial Order.

25.2 For any additional services, we will furnish an Agreement for your execution, which may be provided electronically or in hard copy. Alternatively, a legally binding agreement regarding additional services may be established via recorded telephone conversations or verbal consent. Confirmation of your Order will be effected through a recorded phone call, electronic correspondence (such as email), or in-person verification, and such confirmation shall constitute a legally binding Order and Contract.

26. Expenses

26.1 You acknowledge that we may invoice you for any necessary expenses incurred to complete the Work and/or deliver the Service(s), including, but not limited to: fonts, courier services, proofs, props, research, shipping, software, stock photography, travel, and telephone consultations.

27. Assignment of Work

27.1 We reserve the right to assign the Work and/or provision of Services to qualified third parties or affiliates, also known as outsourcing, to ensure the delivery of high-quality and timely completion of the Work and/or Services.

28. Reservation of Rights

28.1 All rights not expressly granted herein are reserved to us, including, but not limited to, all rights relating to sketches, copy, and other preliminary materials.

29. Publicity

29.1 You agree that we may include your name/logo and a factual description of the Work in our portfolio and marketing materials, as an example of our services. We will not reveal any of your Confidential Information per Clause 2 in doing so.

29.2 You may publicly state that Safetech is your service provider (e.g., listing us as your developer or marketing partner), but you may not use our trademarks or make any misleading statements implying our endorsement without our prior written consent.

29.3 Neither party will issue press releases or case studies about the other party's involvement without obtaining written approval from the other party (such approval not to be unreasonably withheld).

30. Copyright Notice

30.1 Copyright is in our name. Upon completion of the Work and/or Service/s, the copyright will only be released to you upon our signing of the release of copyright. This will be undertaken on completion of full payment, by you, for the Work and/or Service/s rendered by us.

31. Termination

31.1 Mid-term cancellation for convenience (early termination without cause) is not permitted, and you are committed to the full contract term.

31.2 Termination for Breach or Insolvency. Either party may terminate this Agreement with immediate effect by written notice if the other party commits a material breach of the Agreement and, if remediable, fails to remedy it within 30 days of receiving a notice requiring remedy, or if the other party enters liquidation, bankruptcy, or any arrangement with creditors.

31.3 Termination shall not affect any rights or liabilities accrued up to the date of termination. Any fees for Services provided up to termination become due, and if you terminate for our breach, you shall not be required to pay for Services not rendered.

32. Law and Jurisdiction

32.1 The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.