

Welcome to Penguinsite, a software development company registered in the United Kingdom. By engaging with our services or using our software solutions, you agree to comply with and be bound by the following Terms and Conditions. Please read them carefully.

## 1. Definitions

- **Company:** Refers to Penguinsite, registered in the UK under company 11664405 number.
- **Client:** Any individual or entity that engages with the Company for services or software solutions.
- **Services:** Refers to the software development, maintenance, consultancy, and any other related services offered by the Company.
- **Software:** Includes any digital products, applications, or code developed, licensed, or sold by the Company.

## 2. Acceptance of Terms

By signing a contract, accessing our website, or using our services, you confirm that you have read, understood, and agreed to these Terms and Conditions. If you do not agree, you must not use our services or schedule.

## 3. Services Provided

- The Company will deliver services as per the agreed project scope, timelines, and deliverables outlined in a signed agreement.
- Any changes to the scope or additional requirements must be communicated in writing and may result in additional charges or extended timelines.

## 4. Fees and Payment

- Fees for services will be detailed in the relevant agreement or invoice.
- Payments are due as per the agreed schedule.
- All prices exclude VAT or other applicable taxes unless explicitly stated.

## 5. Intellectual Property

- The Company retains ownership of all pre-existing intellectual property and tools used during the development process.
- Unless otherwise agreed, ownership of deliverables (e.g., software or code) created specifically for the Client will transfer to the Client upon full payment.
- The Company may retain a non-exclusive license to use the developed software for internal purposes unless explicitly restricted.

## 6. Confidentiality

Both parties agree to maintain the confidentiality of all sensitive information exchanged during the project.

Confidential information must not be disclosed to third parties without prior written consent, except as required by law.

## 7. Data Protection

The Company complies with the General Data Protection Regulation (GDPR) and the UK Data Protection Act.

Any personal data processed during the delivery of services will be handled in accordance with the Company's [Privacy Policy]

Clients must ensure compliance with GDPR when providing personal data to the Company.

## 8. Warranties and Liabilities

The Company warrants that services will be delivered with reasonable care and skill.

The Company does not guarantee the software's fitness for a particular purpose unless explicitly agreed.

The Company's liability for damages arising from its services is limited to the amount paid for the relevant service, except in cases of gross negligence or intentional misconduct.

## 9. Termination

Either party may terminate the agreement with written notice if the other party breaches a material term of this agreement and fails to remedy it within 14 days.

Upon termination, the Client must pay for all work completed up to the termination date.

## 10. Third-Party Dependencies

The Company is not responsible for any delays, failures, or issues caused by third-party tools, platforms, or services used during the project.

## 11. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and Wales.

Any disputes arising from this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. Amendments

The Company reserves the right to amend these Terms and Conditions at any time. Clients will be notified of significant changes.

## 13. Force Majeure

The Company is not liable for delays or failures in performance caused by events beyond its reasonable control, including natural disasters, pandemics, cyberattacks, or government actions.

## 14. Contact Information

For any queries regarding these Terms and Conditions, please contact us at:

Penguinsite

Email: [pbukowski@penguinsite.com](mailto:pbukowski@penguinsite.com)

Phone: 01544 599385

Address: 61 Bridge Street Kington HR5 3DJ

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