

NCORE DESIGNS

Kenneth Mburu trading as Ncore Designs

Terms and Conditions

Governing the Provision of Services

Edition: April 2026

Supersedes all previous editions

Ncore Designs | hello@ncore.co.uk | www.ncore.co.uk
Based in London | Serving clients across the UK

Introduction

These Terms and Conditions (“Terms”) govern the provision of services by Kenneth Mburu, trading as Ncore Designs (“we”, “us”, “our”, or “the Company”), to you (“the Client”, “you”, or “your”).

Ncore Designs is a sole trader business based in London. These Terms apply to all services we provide, including but not limited to web design and development, managed hosting, website care plans, IT support, search engine optimisation, branding and graphic design, healthcare compliance technology, SharePoint deployment, and any associated consultancy or advisory services.

By engaging our services, whether through a signed proposal, purchase order, email confirmation, or commencement of work, you confirm that you have read, understood, and agree to be bound by these Terms. These Terms supersede all previous versions, including the edition dated August 2018.

We may update these Terms from time to time. The current version will always be available on our website at www.ncore.co.uk/terms. Material changes will be communicated to active clients in writing. Continued use of our services following notification of changes constitutes acceptance of the updated Terms.

1. Definitions

In these Terms, the following definitions apply:

- 1.1** “Agreement” means the contract formed between the Company and the Client, comprising these Terms together with any proposal, statement of work, service order, or other document agreed in writing between the parties.
- 1.2** “Services” means the work to be performed by the Company as described in the Agreement, which may include any combination of the following:
 - Web design and development (including WordPress and bespoke builds)
 - Managed web hosting
 - Website care and maintenance plans
 - IT support and managed services
 - Search engine optimisation (SEO)
 - Branding, graphic design, and visual identity
 - Healthcare compliance technology (including SharePoint document management systems, compliance dashboards, and governance infrastructure)
 - Digital consultancy and advisory services
 - Content creation and digital marketing
 - Any other services agreed in writing between the parties
- 1.3** “Deliverables” means any work product, output, document, design, code, system, configuration, or other material produced by the Company in the course of providing the Services.
- 1.4** “Project Work” means services with a defined scope and completion point, such as website builds, branding projects, or SharePoint deployments.

- 1.5** “Recurring Services” means services provided on an ongoing basis under a monthly or annual arrangement, including website care plans, managed hosting, IT support packages, and governance retainers.
- 1.6** “Working Day” means Monday to Friday, excluding English public holidays.
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2. Engagement and Duration

- 2.1** The Agreement commences on the date specified in the proposal or, where no date is specified, on the date the Client confirms acceptance (whether by signature, email confirmation, or payment of the initial invoice).
- 2.2** For Project Work, the Agreement continues until the Services are completed and accepted in accordance with Section 8, or until the Agreement is terminated in accordance with Section 11.
- 2.3** For Recurring Services, the Agreement continues on a rolling monthly basis unless otherwise specified. Either party may terminate Recurring Services by providing 30 days’ written notice, in accordance with Section 11.
- 2.4** The Company and the Client will agree on realistic timelines for delivery based on the scope and complexity of the Services. These timelines will be set out in the proposal or statement of work.
- 2.5** Where the Client fails to provide required materials, feedback, access, or approvals within the timelines agreed, the Company reserves the right to adjust delivery dates accordingly. Persistent delays of more than 30 Working Days may result in the project being placed on hold and a re-scoping fee being applied before work resumes.
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3. Client Responsibilities

- 3.1** The Client shall provide the Company with all information, materials, content, access credentials, and approvals necessary for the Company to perform the Services, in a timely manner and in the format reasonably requested.
- 3.2** The Client shall designate a single point of contact with authority to provide instructions, approve deliverables, and make decisions on the Client’s behalf. Communications from this designated contact will be treated as authoritative.
- 3.3** The Client is responsible for ensuring that any content, materials, or data provided to the Company does not infringe any third-party intellectual property rights, and the Client shall indemnify the Company against any claims arising from such infringement.
- 3.4** For healthcare compliance services, the Client shall ensure that all documentation, policies, and information provided accurately reflects the Client’s current operational practices and regulatory obligations.
- 3.5** Where Services require access to third-party platforms (including but not limited to Microsoft 365, SharePoint, Google Workspace, domain registrars, or hosting control panels), the Client is responsible for providing and maintaining appropriate access.
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4. Fees and Payment

Project Work

- 4.1** The Client shall pay the Company all fees as set out in the agreed proposal or statement of work. Unless otherwise agreed in writing, the following payment schedule applies:
- (a) For projects with a total value of £150 or less: 100% payable in advance before work commences.
 - (b) For projects with a total value between £151 and £1,000: 50% payable in advance before work commences, with the remaining 50% payable on completion.
 - (c) For projects with a total value exceeding £1,000: 50% payable in advance before work commences, 25% payable at the agreed midpoint milestone, and the remaining 25% payable on completion and acceptance of the Deliverables.
- 4.2** All advance payments are non-refundable once work has commenced, as they secure the Company's time and resources.
- 4.3** The Company reserves the right to pause or suspend work if any payment falls more than 14 days overdue, without prejudice to any other rights or remedies.

Recurring Services

- 4.4** Fees for Recurring Services are payable monthly in advance by direct debit, standing order, or such other method as agreed between the parties.
- 4.5** The Company may review and adjust fees for Recurring Services annually. The Client will receive no less than 30 days' written notice of any fee increase. If the Client does not accept the revised fees, the Client may terminate the relevant Recurring Service in accordance with Section 11.

General Payment Terms

- 4.6** All fees quoted are exclusive of VAT unless expressly stated otherwise. VAT will be charged at the prevailing rate where applicable.
- 4.7** Invoices are due for payment within 14 days of the invoice date unless otherwise agreed in writing.
- 4.8** The Company reserves the right to charge interest on overdue payments at the rate of 4% per annum above the Bank of England base rate, in addition to reasonable costs of recovery, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.9** Any additional work requested by the Client that falls outside the agreed scope will be quoted separately before commencement. The Company will not carry out additional work without the Client's prior written approval.
- 4.10** The Client shall reimburse the Company for any pre-agreed out-of-pocket expenses reasonably incurred in the performance of the Services, including but not limited to stock photography, premium fonts, third-party plugin licences, or domain registration fees.

5. Intellectual Property and Copyright

Ownership

- 5.1** All intellectual property rights in the Deliverables remain with the Company until the Client has paid all fees due in full. No licence, assignment, or transfer of any intellectual property rights shall take effect until full payment has been received.
- 5.2** Upon receipt of full payment, the Company grants the Client a non-exclusive, perpetual, royalty-free licence to use the Deliverables for the purpose and media described in the Agreement. This licence is limited to the Client's own business use.
- 5.3** If the Client requires a broader licence or full assignment of copyright, this must be agreed in writing and may be subject to an additional fee.

Retained Rights

- 5.4** The Company retains ownership of all intellectual property in materials not ultimately incorporated into the final Deliverables, including but not limited to:
- Draft concepts and working notes
 - Preliminary designs, wireframes, and mockups
 - Rejected design options
 - Source code for development tools, templates, and reusable components
 - Internal documentation and project methodology
- 5.5** Where the Company develops reusable code libraries, templates, frameworks, or tools in the course of providing the Services (including but not limited to SharePoint Golden Templates, automation workflows, and deployment scripts), these remain the exclusive intellectual property of the Company. The Client receives a licence to use the deployed instance but not the underlying template or tooling.

Portfolio and Promotion

- 5.6** The Company retains the right to use and reproduce the Deliverables for the purposes of:
- (a) Promoting the Company's services, including in portfolio displays, case studies, social media, and marketing materials.
 - (b) Entering the Deliverables in industry awards, competitions, or design publications.
 - (c) After a period of 12 months from the Delivery Date, the Company may repurpose non-bespoke design elements (excluding the Client's branding, logos, and proprietary content) for use in template marketplaces or other commercial contexts, provided that any such use does not include the Client's name, branding, or confidential information.
- 5.7** If the Client requires that the Deliverables not be used for promotional purposes, this must be agreed in writing prior to commencement and may be subject to an additional fee.

Third-Party Materials

- 5.8** The Deliverables may incorporate third-party materials including open-source software, stock imagery, fonts, WordPress themes and plugins, or Microsoft 365 components. Such materials remain subject to their respective licences, and the Company makes no claim of ownership over them.

- 5.9** The Client is responsible for maintaining any third-party licences required for the continued operation of the Deliverables after handover, unless ongoing management of such licences is included within an active Recurring Service.
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6. Delivery and Acceptance

- 6.1** The Company shall deliver the Deliverables to the Client upon completion, or otherwise in accordance with the timeline agreed in the proposal.
- 6.2** Following delivery, the Client shall have 14 days to review the Deliverables and provide written notice of acceptance or of any required amendments (“the Review Period”).
- 6.3** If the Client does not respond within the Review Period, the Deliverables shall be deemed accepted.
- 6.4** Each project includes the number of revision rounds specified in the proposal. Where no number is specified, two rounds of revisions are included. Additional revisions beyond the included rounds will be charged at the Company’s prevailing hourly rate.
- 6.5** A “revision” means a change to the existing agreed scope. Requests that constitute new features, additional pages, or significant changes in direction will be treated as additional scope and quoted separately.
- 6.6** The date on which the Client provides written acceptance (or on which acceptance is deemed to have occurred under clause 6.3) is the “Delivery Date”.
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7. Hosting and Third-Party Services

- 7.1** Where the Company provides managed hosting services, the Company will use commercially reasonable efforts to maintain 99.9% uptime, excluding scheduled maintenance, force majeure events, and circumstances beyond the Company’s reasonable control.
- 7.2** The Company performs regular backups of hosted websites in accordance with the Client’s service tier. However, the Client is responsible for maintaining their own independent backups of critical data and content.
- 7.3** The Company is not liable for any loss, damage, or disruption caused by third-party services, including but not limited to domain registrars, payment gateways, email providers, Microsoft 365, SharePoint Online, or any software, plugin, or API not developed by the Company.
- 7.4** Where the Company recommends or configures third-party services on the Client’s behalf, the Client acknowledges that such services are governed by their own terms and conditions and that the Company acts as a facilitator, not a guarantor, of those services.
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8. Healthcare Compliance Services

- 8.1** Where the Company provides healthcare compliance technology services (including SharePoint document management systems, compliance dashboards, and governance infrastructure), the following additional terms apply.

- 8.2** The Company's compliance technology is designed to support the Client's governance and regulatory readiness. The Company does not guarantee compliance with any specific regulatory framework, including but not limited to CQC standards, DSPT requirements, or any other statutory or regulatory obligation. Compliance remains the sole responsibility of the Client.
- 8.3** The Company builds systems based on the information and requirements provided by the Client. The Client is responsible for the accuracy and completeness of all policies, procedures, and documentation stored within any system deployed by the Company.
- 8.4** Governance retainers cover the maintenance, monitoring, and updating of deployed systems as specified in the Client's service tier. They do not constitute legal, regulatory, or clinical advice.
- 8.5** Where the Company deploys systems using the Client's Microsoft 365 or SharePoint Online tenancy, the Client remains the data controller and the Company acts as a data processor in accordance with Section 10.
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9. Website Care Plans and IT Support

- 9.1** Website care plans and IT support packages are Recurring Services and are subject to the general terms for Recurring Services set out in these Terms, including the cancellation provisions in Section 11.
- 9.2** The scope of each plan or package is as described on the Company's website or in the specific service agreement provided to the Client. Services not included in the Client's plan will be quoted separately as additional work.
- 9.3** Response times specified in service tier descriptions are targets, not guarantees, unless a specific Service Level Agreement (SLA) is included in the Client's plan or agreed in writing.
- 9.4** Website care plans cover maintenance, monitoring, security, and the content updates specified in the relevant tier. They do not cover recovery from hacking, malware, or data loss where the Client was not on an active care plan at the time of the incident.
- 9.5** IT support services are provided remotely unless on-site support is specifically included in the Client's package or quoted as an additional service. On-site support is subject to geographical availability and travel costs.
- 9.6** Support hours, response times, and included services for each tier are as published on the Company's website at the time of the Client's subscription. The Company will provide 30 days' notice of any material changes to tier inclusions.
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10. Data Protection

- 10.1** Both parties shall comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, together with any successor legislation.
- 10.2** Where the Company processes personal data on behalf of the Client in the course of providing the Services, the Company acts as a data processor and the Client acts as the data controller, as those terms are defined in the UK GDPR.

- 10.3 The Company shall process personal data only in accordance with the Client's documented instructions and for the purposes of performing the Services. The Company shall not transfer personal data outside the United Kingdom without the Client's prior written consent.
 - 10.4 The Company shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.
 - 10.5 In the event of a personal data breach that affects the Client's data, the Company shall notify the Client without undue delay and in any event within 72 hours of becoming aware of the breach.
 - 10.6 Upon termination of the Agreement, the Company shall, at the Client's written request, return or securely delete all personal data held on the Client's behalf, except where retention is required by law.
 - 10.7 Where a more detailed Data Processing Agreement is required (for example, for healthcare clients handling special category data), the parties shall enter into a separate Data Processing Agreement that supplements these Terms.
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11. Termination and Cancellation

Recurring Services

- 11.1 Either party may terminate any Recurring Service by providing 30 days' written notice to the other party. Notice may be given by email to the address held on record.
- 11.2 Upon termination of a Recurring Service, the Client remains liable for all fees accrued up to and including the end of the notice period.
- 11.3 Following termination of hosting services, the Company will maintain the Client's website and data for a period of 14 days to allow the Client to arrange migration. After this period, the Company may delete all associated data without further notice.

Project Work

- 11.4 Either party may terminate Project Work by providing written notice. In the event of termination:
 - (a) The Client shall pay for all work completed and expenses incurred up to the date of termination.
 - (b) The Company shall deliver all completed and in-progress Deliverables to the Client, subject to payment of outstanding fees.
 - (c) Advance payments already made are non-refundable to the extent that they relate to work already performed.

Termination for Cause

- 11.5 Either party may terminate the Agreement immediately by written notice if the other party:
 - (a) Commits a material breach of these Terms and fails to remedy that breach within 14 days of receiving written notice specifying the breach.

- (b) Becomes insolvent, enters administration, or has a receiver appointed over any of its assets.
 - (c) Is unable to pay its debts as they fall due.
- 11.6** The Company may suspend or terminate Services immediately, without prior notice, if the Client's use of any service poses a security risk to the Company's infrastructure or other clients.
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12. Confidentiality

- 12.1** Each party agrees to keep confidential all information received from the other party that is marked as confidential or that a reasonable person would understand to be confidential ("Confidential Information").
- 12.2** Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except:
- (a) To the receiving party's employees, contractors, or professional advisors who need to know the information for the purposes of the Agreement and who are bound by equivalent confidentiality obligations.
 - (b) Where disclosure is required by law, regulation, or court order.
- 12.3** The obligations of confidentiality in this section shall survive termination of the Agreement and continue for a period of 2 years following termination.
- 12.4** While the Company takes reasonable measures to protect communications, the Client acknowledges that no method of electronic transmission or storage is completely secure. The Company shall not be liable for any unauthorised interception of communications by third parties that occurs despite the Company's reasonable security measures.
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13. Limitation of Liability

- 13.1** The Company's total aggregate liability to the Client under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Client to the Company in the 12-month period immediately preceding the event giving rise to the claim.
- 13.2** The Company shall not be liable for any indirect, special, incidental, or consequential loss or damage, including but not limited to loss of profits, loss of revenue, loss of data, loss of business, or loss of anticipated savings, even if the Company has been advised of the possibility of such loss.
- 13.3** Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 13.4** The Company does not warrant that any website, system, or software delivered will be entirely free from defects or errors. The Company will use reasonable skill and care in providing the Services but does not guarantee uninterrupted or error-free operation.
- 13.5** The Client acknowledges that the Company relies on third-party platforms, hosting providers, and software in the delivery of its Services, and that the Company is not liable for outages, changes, or failures attributable to those third parties.

14. Archive Retention

- 14.1 The Company retains electronic archives of completed Deliverables for the duration of any active Recurring Service, plus a further 6 months following the end of that service.
 - 14.2 For clients who engage the Company for Project Work only (with no active Recurring Service), the Company retains electronic archives for a period of 12 months from the Delivery Date.
 - 14.3 If the Client requests retrieval and delivery of archived Deliverables after the applicable retention period has expired, the Company may provide those services subject to availability and a reasonable service charge.
 - 14.4 To the fullest extent permitted by law, the Company accepts no liability for any loss of or damage to archived materials, including loss caused by hardware failure, data corruption, or circumstances beyond the Company's reasonable control.
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15. Force Majeure

- 15.1 Neither party shall be liable for any delay or failure to perform its obligations under the Agreement where such delay or failure results from circumstances beyond that party's reasonable control, including but not limited to natural disasters, epidemics, pandemics, acts of government, war, terrorism, civil unrest, power failures, internet outages, cyberattacks, or failures of third-party services.
 - 15.2 The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable efforts to mitigate the effects of the force majeure event.
 - 15.3 If a force majeure event continues for more than 60 days, either party may terminate the affected Services by providing written notice.
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16. General Provisions

- 16.1 These Terms, together with any proposal, statement of work, or service order agreed in writing, constitute the entire agreement between the parties and supersede all prior agreements, representations, and understandings, whether written or oral.
- 16.2 No variation of these Terms shall be effective unless agreed in writing by both parties.
- 16.3 If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 16.4 The Company may assign or subcontract any of its rights or obligations under the Agreement, provided that the Company remains responsible for the performance of the Services.
- 16.5 The Client may not assign or transfer any of its rights or obligations under the Agreement without the Company's prior written consent.
- 16.6 A failure or delay by either party in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

- 16.7 These Terms do not create any rights enforceable by any person who is not a party to the Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.8 Any notice required under these Terms shall be in writing and shall be deemed delivered when sent by email to the address held on record for the relevant party.

17. Governing Law and Jurisdiction

- 17.1 These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any dispute arising under or in connection with these Terms.
- 17.3 Before commencing formal proceedings, the parties agree to attempt in good faith to resolve any dispute through direct negotiation for a period of not less than 14 days from the date one party notifies the other in writing of the dispute.

Acceptance of Terms

By engaging the services of Kenneth Mburu trading as Ncore Designs, the Client confirms acceptance of these Terms and Conditions in their entirety.

For and on behalf of Ncore Designs:

Signed: _____

Name: Kenneth Mburu

Trading as: Ncore Designs

Date: _____

For and on behalf of the Client:

Signed: _____

Name: _____

Title: _____

Date: _____

End of Terms and Conditions — Edition April 2026

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