

ATTLEBOROUGH IT TERMS AND CONDITIONS OF BUSINESS

GENERAL:

THERE FOLLOW THE TERMS AND CONDITIONS BY WHICH WE CONDUCT OUR BUSINESS – THESE TERMS AND CONDITIONS ARE AVAILABLE ALWAYS AT THE BOTTOM OF EVERY PAGE ON OUR WEBSITE AND/OR UPON REQUEST TO US VIA EMAIL, TELEPHONE AND/OR POST. WE RESERVE THE RIGHT TO AT ANYTIME AMEND IN ANY WAY THESE OUR TERMS AND CONDITIONS OF BUSINESS.

ALL CLIENTS PAST, PRESENT AND/OR FUTURE ARE BOUND CONTRACTUALLY BE THESE TERMS AND CONDITIONS UPON ACCEPTANCE OF ANY QUOTE, THE PURCHASE OF ANY SERVICE AND/OR PACKAGE, THE PAYMENT OF ANY DEPOSIT ⁽¹⁾, THE BOOKING OF ANY PROJECT DATES, THE SCHEDULE OF ANY WORKS AND/OR ATTENDING OUR PLACE OF WORK(S). AT ALL TIMES ATTLEBOROUGH IT RESERVES THE RIGHT TO CANCEL AND/OR POSTPONE ANY WORKS UNDERTAKEN FOR ANY CLIENT. NO FRIEND AND/OR PERSONAL ACQUAINTANCE OF ANYONE WORKING FOR OR SUB-CONTRACTED TO ATTLEBOROUGH IT CAN BECOME A CLIENT. FURTHERMORE WE WILL NOT WORK WITH ANY INDIVIDUAL, BUSINESS AND/OR ANY ENTITY AFFILIATED WITH AND/OR A CLIENT OF SHOPAPPY/SHOPAPPY.COM. VIOLATION OF THESE OUR TERMS AND CONDITIONS OF BUSINESS WILL RESULT IN ATTLEBOROUGH WITHDRAWING SERVICE.

DEPOSITS:

DEPOSITS ARE NON-REFUNDABLE AND ARE TAKEN AS A SECURITY IN CASE ANY CLIENT BREACHES OUR TERMS AND CONDITIONS AND/OR CANCELS A PROJECT, SERVICE AND/OR WORKS UNDERTAKEN AFTER A DEPOSIT IS ACCEPTED UNLESS IN CASES SUCH AS ⁽¹⁾ WHERE CANCELLATION IS NOT CAUSED BY AND/OR A DIRECT RESULT OF THE CLIENT'S ACTIONS. CERTAIN PROJECTS REQUIRE BY US A DEPOSIT USUALLY DUE TO THE AMOUNT OF WORK INVOLVED AND IN CASES SUCH AS THESE CLIENTS WILL BE NOTIFIED OF THE DEPOSIT AMOUNT REQUIRED BY ATTLEBOROUGH IT IN THEIR QUOTE. PAYMENT OF THE DEPOSIT CONSTITUTES CLIENT ACCEPTANCE OF THE QUOTE TERMS AND SPECIFICATION AND FULL ACCEPTANCE OF OUR TERMS AND CONDITIONS (THESE) AND CONTRACTUAL ADHERENCE OF SAID AND/OR ANY CLIENT TO OUR TERMS AND CONDITIONS THROUGHOUT THE TERM OF THE PROJECT, SERVICE AND/OR PACKAGE PROVIDED BY ATTLEBOROUGH IT. UPON RECEIPT OF ANY DEPOSIT SAID CLIENT WILL BE GIVEN A START AND FINISH DATE FOR THEIR PROJECT, SERVICE AND/OR PACKAGE (THESE DATES WILL BE MUTUALLY AGREED DURING DISCUSSIONS/CONSULTATIONS LEADING UP TO THE CREATION AND SUBMISSION OF THE QUOTE) AND SO STATED WITHIN SAID QUOTE – IF ANY CLIENT DOES NOT ADHERE TO THE PROJECT, SERVICE AND/OR PACKAGE DATES ACCEPTED, THIS CONSTITUTES A BREACH OF OUR TERMS AND CONDITIONS AND AS SUCH A BREACH OF CONTRACT – ONLY WITH THE WRITTEN ACCEPTANCE OF ATTLEBOROUGH IT CAN PROJECT, SERVICE AND/OR PACKAGE DATES AGREED PRIOR TO PAYMENT OF ANY DEPOSIT BE CHANGED.

WEBSITES:

WHERE A WEBSITE BUILD IS NOT COMPLETED BY FIVE MONTHS FROM THE DATE OF QUOTE ACCEPTANCE AND DUE TO THE CLIENT NOT HAVING PROVIDED ALL REQUIRED WEBSITE CONTENT AND/OR INSTRUCTION WITH REGARD TO DEIGN AND/OR LAYOUT, THE FULL INVOICE AMOUNT FOR SAID BUILD WILL BE ISSUED TO THE CLIENT AND MUST BE SETTLED IN ACCORDANCE WITH OUR INVOICING TERMS AND CONDITIONS.

ANY AND/OR ALL WEBSITE BUILDS PRODUCED BY ATTLEBOROUGH IT REMAIN THE SOLE PROPERTY OF ATTLEBOROUGH IT UNTIL AN INVOICE IS ISSUED AND PAID IN FULL. AT NO TIME DOES OR WILL ATTLEBOROUGH IT RELINQUISH THE OWNERSHIP OF ANY WEBSITE OR WEBSITE BASED PRODUCED WORKS WHICH INCLUDES WEBSITE EDITS TO WEBSITES NOT ORIGINALLY PRODUCED BY ATTLEBOROUGH IT, UNTIL SUCH NOTICE IS GIVEN FROM ATTLEBOROUGH IT IN WRITING AND/OR AN INVOICE ISSUED RELATING TO THE

WEBSITE OR WEBSITE EDITS IN QUESTION IS SUBSEQUENTLY PAID IN FULL. DOMAIN NAME(S) PURCHASED BY US AND/OR TRANSFERRED TO OUR HOSTS PRIOR TO THE CONSTRUCTION OF A WEBSITE BY US UPON ACCEPTANCE OF A QUOTE WILL BE SO IN OUR NAME AND UPON COMPLETION OF THE WEBSITE BUILD AND RECEIVED CLEARED PAYMENT OF SAID QUOTE WILL BE TRANSFERRED INTO THE NAME OF THE CLIENT OR ANY OTHER OF THEIR CHOOSING.

ANY WEBSITE AND/OR WEBSITE EDITS STILL THE PROPERTY OF ATTLEBOROUGH IT MUST NOT BE EDITED AND/OR ALTERED IN ANY WAY OR BY ANY MEANS WITHOUT THE EXPRESS WRITTEN CONSENT OF ATTLEBOROUGH IT. ALL WEBSITE QUOTES UPON CLIENT ACCEPTANCE REQUIRE A 50% DEPOSIT TRANSFERRED TO OUR BANK ACCOUNT PRIOR TO THE COMMENCEMENT OF ANY WORK AND/OR PROJECT UNDERTAKING UNLESS OTHERWISE STATED IN WRITING. LIFETIME WEBSITE SUPPORT REFERS TO FOR SO LONG AS A WEBSITE IS USED BY A CLIENT AND SAID CLIENT REMAINS A CLIENT OF ATTLEBOROUGH IT.

DIAGNOSTIC WORK:

WE DO NOT CHARGE FOR DIAGNOSTIC WORK (WITH THE EXCEPTION OF ANTI-VIRUS SCANNING WHEN REQUIRED AND FOR WHICH THERE IS A CHARGE OF £20) WHEN THE EQUIPMENT TO WHICH IT RELATES IS DELIVERED TO US AT OUR PREMISES. AFTER COMPLETING DIAGNOSTIC WORK ON ANY EQUIPMENT PROVIDED WE WILL CONTACT THE OWNER INFORMING THEM OF THE RESULT AND PROVIDE A QUOTE IF APPLICABLE FOR THE REPAIR OF THEIR EQUIPMENT AT WHICH POINT THE CLIENT IN QUESTION CAN EITHER AGREE AND GIVE TO US THE GO AHEAD OR REFUSE AND ARRANGE COLLECTION OF THEIR EQUIPMENT WITHOUT CHARGE.

IT SUPPORT:

THE IT SUPPORT WE PROVIDE WHETHER IN PERSON OR VIA REMOTE MEANS IS CARRIED OUT AT ALL TIMES TO THE VERY BEST OF OUR ABILITY AND IS BASED UPON OUR QUALIFICATIONS, CONSTANT TRAINING, EXTENSIVE INDUSTRY KNOWLEDGE AND OUR ABSOLUTE UNEQUIVOCAL PRIORITY TOWARD OUR CLIENTS IN RECEIPT OF OUR IT SUPPORT SERVICE(S). IT IS OF VITAL IMPORTANCE TO THE SECURITY AND INTEGRITY OF OUR CLIENT'S DATA THAT OUR INSTRUCTIONS WHERE AND/OR WHEN PROVIDED ARE FOLLOWED AND/OR IMPLEMENTED AND THAT WHERE AND/OR WHEN SAID INSTRUCTIONS ARE NOT FOLLOWED AND/OR IMPLEMENTED THUS A BREACH OF THESE OUR TERMS AND CONDITIONS WILL HAVE TAKEN PLACE AND WE WILL ISSUE TO SUCH A CLIENT A THIRTY DAY TERMINATION OF SERVICE NOTICE. UPON RECEIPT FROM US OF A THIRTY DAY TERMINATION OF SERVICE NOTICE A CLIENT WILL BE EXPECTED TO SOURCE A REPLACEMENT IT CONSULTANCY.

HOURLY RATE & INVOICING:

OUR STANDARD BUSINESS HOURLY RATE IS CHARGED AT £50.00 PER HOUR UNLESS OTHERWISE STATED OR PREVIOUSLY AGREED IN WRITING AND/OR A QUOTE. OUR OUT OF HOURS AND/OR EMERGENCY HOURLY RATE IS CHARGED AT £100.00 PER HOUR UNLESS OTHERWISE STATED OR PREVIOUSLY AGREED IN WRITING AND/OR A QUOTE. EACH MINUTE PAST 60 MINUTES OF LABOUR AND/OR SERVICE SUPPLY IS CHARGED AS AN ADDITIONAL HOUR – WE CHARGE ONLY BY THE HOUR PER HOUR. WE OPERATE BY APPOINTMENT ONLY. OUR WEBSITE ALTERATION(S) AND ADDITION(S) SERVICE TO THOSE NOT UNDER A SERVICE CONTRACT AND/OR VERBAL ARRANGEMENT WITH REGARD TO PAYMENT FOR SAID UPDATES AND/OR ALTERATIONS WILL BE BILLED AT £35 PER HOUR AND INVOICED FROM WHEN A MINIMUM OF £35 IS REACHED.

OUR INVOICE TERMS ARE 'DUE UPON RECEIPT' THUS ANY AND/OR ALL INVOICES PAID LATE ARE SUBJECT TO A LATE FEE INCLUSIVE OF AN ADMINISTRATIVE FEE CURRENTLY SET AT £50.00 APPLIED PER CALENDAR MONTH ON AND FROM THE 7TH WORKING DAY AFTER THE ISSUE OF ANY INVOICE. ADDITIONALLY WE WILL WITHDRAW SERVICE AND NO LONGER CONSIDER A CLIENT TO BE A CLIENT (TERMINATION OF ALL SERVICES) UNDER CIRCUMSTANCES SUCH AS THE AFOREMENTIONED. ANY CLIENT AND/OR PERSON NOT PAYING FOR A SERVICE EITHER UPON REQUEST AND/OR WHEN MUTUALLY AGREED TO DO SO WILL NO LONGER BE ELIGIBLE FOR ANY

OF THE ATTLEBOROUGH IT AFTER SALES SERVICES SUCH AS SUPPORT, WARRANTY, GUARANTEE AND/OR ANY OTHER AFTER SALES SERVICE(S). FURTHERMORE WE RESERVE THE RIGHT TO PASS ON AND/OR SELL SAID INVOICE TO A DEBT COLLECTION AGENCY AND/OR DEBT COLLECTION INDIVIDUAL.

ANY AND/OR ALL INVOICES ISSUED BY ATTLEBOROUGH IT AND MARKED "DUE ON RECEIPT" MUST BE SETTLED IMMEDIATELY WHEN GIVEN TO THE RECIPIENT BY HAND. WHERE SUCH AN INVOICE IS SENT VIA EMAIL IT MUST BE SETTLED WITHIN 48 HOURS. WHERE SUCH AN INVOICE IS SENT VIA RECORDED POSTAL DELIVERY IT MUST BE SETTLED WITHIN 5 WORKING DAYS. FAILURE TO ADHERE TO THESE STIPULATIONS WILL RESULT IN EITHER TERMINATION OF SERVICE AND/OR THE PASSING ON TO A DEBT COLLECTION AGENCY OUR FILE REGARDING SUCH INVOICING.

ALL PACKAGES, SERVICES AND/OR PROJECTS WHERE WE OFFER FOC (FREE OF CHARGE) UPDATES AND/OR ALTERATIONS, WE DO SO ONLY FOR SO LONG AS OUR COMPANY AND/OR SERVICES ARE RETAINED. OUR SMBW PACKAGE, OUR LARGE BUSINESS WEBSITE PACKAGE AND OUR E-COMMERCE WEBSITE PACKAGE ARE AVAILABLE ONLY TO CLIENTS WHO HOST WITH US THEIR DOMAIN NAME(S) TO WHICH SAID PACKAGE(S) IS/ARE TO BE APPLIED. ALL THE SERVICES, PACKAGES AND SUPPORT WE OFFER ARE PRICED ACCORDINGLY UPON REQUEST AND SAID PRICES ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION. ADDITIONALLY WE UNDERTAKE PROJECTS OF A BESPOKE NATURE FOR WHICH WE PRICE AND QUOTE ACCORDINGLY. ANY AND/OR ALL WORKS, SERVICES, PROJECTS AND/OR PACKAGES NOT PAID FOR IN FULL REMAIN THE SOLE PROPERTY OF ATTLEBOROUGH IT.

DOMAIN NAME ANNUAL RENEWAL NOTICES ARE SENT TO CLIENTS EITHER BY EMAIL, LETTER, TEXT, FACEBOOK MESSENGER OR ANY OTHER RECORDED MEANS OF DELIVERY; WHERE THEY ARE IGNORED AND/OR UNANSWERED FOR A PERIOD OF 14 DAYS, OUR DOMAIN HOSTS WILL BE INSTRUCTED BY US TO CANCEL THE SUBSCRIPTION AND RELEASE SAID DOMAIN(S).

LEAVING US:

IF THE TIME COMES WHEN YOU WOULD LIKE TO TAKE YOUR BUSINESS ELSEWHERE WE WILL TAKE CARE OF EVERYTHING FOR YOU FROM THE MOMENT YOU INFORM US OF YOUR DECISION TO LEAVE AND ALTHOUGH WE EXPEDITE THE PROCESS IT CAN WITH REGARD TO DOMAINS TAKE UP TO TEN WORKING DAYS. WITH REGARD TO HARDWARE IT SUPPORT WE WILL PROVIDE TO YOU (IF NOT ALREADY) A FILE CONTAINING ALL THE INFORMATION REQUIRED BY OUR SUCCESSOR TO CARRY ON WHERE WE'VE LEFT OFF E.G. PASSWORDS, IP ADDRESSES AND SO ON. WITH REGARD TO DOMAIN NAMES, WEBSITES AND EMAIL ADMINISTRATION AND SUPPORT SERVICES AGAIN WE WILL TAKE CARE OF EVERYTHING INCLUDING COVERING ANY APPLICABLE FEES AND UPON COMPLETION OF THE PROCESS WE WILL INFORM YOU OF YOUR NEW ACCESS DETAILS THUS YOU MIGHT PROVIDE THEM TO OUR SUCCESSOR. FINALLY WE WOULD WISH YOU ALL THE VERY BEST AND SAY GOODBYE.

⁽¹⁾ ANY WORKS, PROJECT OR QUOTE FOR WHICH WORK HAS BEGUN BUT ATTLEBOROUGH IT CANCEL THROUGH NO FAULT OF THE CLIENT ANY AND ALL DEPOSIT MONIES WILL BE REFUNDED TO SAID CLIENT.

THE ABOVE ARE OUR TERMS AND CONDITIONS OF BUSINESS – IF YOU TAKE ON A SERVICE, PACKAGE AND/OR HAVE US UNDERTAKE FOR YOU ANY WORK YOU DO SO IN FULL CONTRACTUAL ACCEPTANCE OF THESE OUR TERMS AND CONDITIONS OF BUSINESS WHICH ARE SUBJECT TO CHANGE AND/OR ALTERATION WITH IMMEDIATE EFFECT AT ANYTIME.

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