#### 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, FROM OUR FACEBOOK PAGE 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 <sup>(1)</sup>, THE BOOKING OF ANY PROJECT DATES AND/OR THE SCHEDULE OF ANY WORKS. AT ALL TIMES ATTLEBOROUGH IT RESERVE THE RIGHT TO CANCEL AND/OR POSTPONE ANY WORKS UNDERTAKEN FOR ANY CLIENT PRIOR TO COMMENCEMENT OF WORKS.

### **DEPOSITS:**

DEPOSITS ARE NON-REFUNDABLE (1) 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 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 THESE OUR TERMS AND CONDITIONS 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 A 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:**

SMBW (SMALL TO MEDIUM BUSINESS WEBSITE) BUILDS ARE REQUIRED TO BE COMPLETED WITHIN 6 MONTHS OF INITIAL CLIENT PURCHASE — WHERE/WHEN THEY ARE NOT, SAID CLIENT WILL BE REQUIRED TO PAY FOR THEIR FIRST YEAR HOSTING, DOMAIN NAME PURCHASE (IF APPLICABLE) AND/OR DOMAIN NAME TRANSFER (IF APPLICABLE) THIS IS A FIXED FEE REGARDLESS OF DOMAIN NAME PURCHASE AND/OR TRANSFER AND IS CURRENTLY SET AT £60.00 OUR SMBW PACKAGE DOES NOT REQUIRE A DEPOSIT UNLESS OTHERWISE STATED AND ADVANCE NOTICE OF THIS WILL BE GIVEN WITHIN A QUOTE TO ANY CLIENT. OUR SMBW PACKAGE UNLESS OTHERWISE STATED NEED NOT BE PAID FOR IN FULL UNTIL COMPLETION

AND CLIENT ACCEPTANCE AT WHICH TIME AN INVOICE IS ISSUED FOR FULL AND FINAL PAYMENT PRIOR TO THE WEBSITE LAUNCH.

WHERE A WEBSITE BUILD IS NOT COMPLETED BY 6 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 DESIGN 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. WHERE A WEBSITE DESIGN IS ACCEPTED BY A CLIENT AND CONTENT IS NOT PROVIDED 7 DAYS AFTER SAID CONFIRMATION OF CLIENT ACCEPTANCE UNLESS QUOTED DIFFERENTLY THE FULL INVOICE AMOUNT OF THE QUOTE WILL BE ISSUED TO THE CLIENT AND SHOULD BE SETTLED IN ACCORDANCE WITH OUR INVOICING TERMS AND CONDITIONS.

(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 ASAP.

ALL WEBSITE BUILDS PRODUCED BY ATTLEBOROUGH IT REMAIN THE SOLE PROPERTY OF ATTLEBOROUGH IT UNTIL AN INVOICE IS ISSUED AND PAID IN FULL UNLESS SPECIFICALLY STATED OTHERWISE WITHIN A QUOTE. 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 IF APPLICABLE.

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.

# **HOURLY RATE & INVOICING:**

OUR STANDARD BUSINESS HOURLY RATE IS CHARGED AT £50.00 PER HOUR AND OUR RESIDENTIAL HOURLY RATE IS CHARGED AT £35 PER HOUR UNLESS OTHERWISE STATED OR PREVIOUSLY AGREED IN WRITING AND/OR A QUOTE. OUR EMERGENCY HOURLY RATE IS CHARGED AT £100.00 PER HOUR UNLESS OTHERWISE STATED OR PREVIOUSLY AGREED IN WRITING AND/OR A QUOTE.

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 AND APPLIED PER CALENDAR MONTH ON AND FROM THE 14<sup>TH</sup> DAY AFTER THE ISSUE OF AN UNPAID INVOICE. IN THE EVENT OF AN UNPAID INVOICE REACHING SIX MONTHS OF AGE WE WOULD TERMINATE ALL SERVICES AND NO LONGER CONSIDER A CLIENT AS SUCH. A TERMINATION OF SERVICE WOULD ALSO INCLUDE THE REMOVAL OF ANY ATTLEBOROUGH IT AFTER SALES SERVICES SUCH AS SUPPORT, WARRANTY, GUARANTEE AND/OR ANY OTHER AFTER SALES SERVICES AND WE WOULD RESERVE THE RIGHT TO PASS ON ANY SUCH UNPAID INVOICE(S) TO A DEBT COLLECTION AGENCY.

ANY AND/OR ALL INVOICES ISSUED BY ATTLEBOROUGH IT AND MARKED 'DUE ON RECEIPT' SHOULD BE SETTLED WITHIN 24 HOURS WHEN GIVEN TO THE RECIPIENT BY HAND. WHERE SUCH AN INVOICE IS SENT VIA EMAIL IT SHOULD BE SETTLED WITHIN 48 HOURS. WHERE SUCH AN INVOICE IS SENT VIA RECORDED POSTAL DELIVERY IT MUST BE SETTLED WITHIN 5 WORKING DAYS.

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 ATTLEBOROUGH IT AND/OR ATTLEBOROUGH IT SERVICES ARE RETAINED. OUR SMBW PACKAGE, OUR LARGE BUSINESS WEBSITE PACKAGE AND OUR E-COMMERCE WEBSITE PACKAGE ARE AVAILABLE ONLY TO CLIENTS WHOM HOST WITH US THEIR DOMAIN NAME(S) TO WHICH SAID PACKAGE(S) IS/ARE TO BE APPLIED UNLESS OTHERWISE SPECIFIED IN A QUOTE OR IN WRITING. THE FEES WE CHARGE FOR ALL THE SERVICES, PACKAGES AND SUPPORT WE OFFER ARE REGULARLY REVIEWED AND ARE AVAILABLE UPON REQUEST, SAID PRICES ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION. ADDITIONALLY WE UNDERTAKE PROJECTS OF A BESPOKE NATURE, FOR THIS 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, WHATSAPP, TEXT, FACEBOOK MESSENGER OR ANY OTHER RECORDED MEANS OF DELIVERY; WHERE THEY ARE UNANSWERED FOR A PERIOD OF 14 DAYS A REMINDER WILL BE SENT VIA A DIFFERENT MEANS HOWEVER AFTER 28 DAYS OUR HOSTS WILL BE INSTRUCTED BY US TO CANCEL THE SUBSCRIPTION AND RELEASE SAID DOMAIN(S).

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.

// 20.04.25 //