

## **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, THE SCHEDULE OF ANY WORKS AND/OR ATTENDING OUR PLACE OF WORK(S). AT ALL TIMES ATTLEBOROUGH IT RESERVE THE RIGHT TO CANCEL AND/OR POSTPONE ANY WORKS UNDERTAKEN FOR ANY CLIENT – (<sup>(1)</sup>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). 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.

### **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 <sup>(1)</sup> 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.

### **APPLE DEVICE REPAIR:**

UNLESS OTHERWISE STATED AND/OR SPECIFICALLY REQUESTED, ALL REPAIR COMPONENTS WITH REGARD TO SCREEN ASSEMBLIES FOR IPHONES, IPODS AND/OR IPADS ARE OEM GENERIC BRANDED. THIS MIGHT ALSO BE THE CASE WHERE SUCH A COMPONENT EXISTS FOR MACBOOKS AND/OR ANY OTHER APPLE DEVICE REPAIRED BY US. CUSTOMERS REQUIRING GENUINE APPLE REPLACEMENT COMPONENTS NEED ONLY MAKE SUCH A REQUEST AT THE POINT OF QUOTE. ANY AND/OR ALL ISSUES ENCOUNTERED AFTER A MOBILE AND/OR SMARTPHONE SCREEN ASSEMBLY REPLACEMENT REPAIR MUST BE REPORTED TO US VIA EITHER EMAIL, FACEBOOK MESSENGER OR TELEPHONE WITHIN 7 DAYS OF THE REPAIR DATE AND TIME, FAILURE TO DO SO WILL VOID THE POSSIBILITY OF US ACQUIRING A CREDIT NOTE FOR SAID COMPONENT FROM OUR SUPPLIER AND INCUR FOR YOU OUR CLIENT A FULL COST FOR THE ADDITIONAL REPLACEMENT SCREEN ASSEMBLY REQUIRED. ALL APPLE DEVICE REPAIRS CARRY A WARRANTY OF 30 DAYS UNLESS OTHERWISE STATED AND DO NOT INCLUDE ACCIDENTAL DAMAGE. IPHONE/IPAD/IPOD MODELS UTILISING TOUCH ID VIA THEIR HOME BUTTON, WILL ONLY HAVE SAID HOME BUTTON REPLACED BY US UNDER THE EXPRESS ACKNOWLEDGEMENT THE OWNER AND/OR AGENT THEREOF UNDERSTAND THE FOLLOWING, THE HOME BUTTON ONCE REPLACED WILL ACT ONLY AS THAT AND NO LONGER PROVIDE FINGERPRINT/TOUCH ID ACCESS. IN SOME CASES DUE TO ISSUES WITH THE APPLE IOS, WHERE THE HOME BUTTON ON AN IPHONE/IPAD/IPOD WITH TOUCH ID IS REPLACED, SAID IPHONE/IPAD/IPOD CAN BECOME UNUSABLE "BRICKED" THUS IN ANY CASE WHERE WE ARE TAKEN ON TO CARRYOUT THE REPLACEMENT OF AN IPHONE/IPAD/IPOD FINGERPRINT/TOUCH ID HOME BUTTON, THE OWNER AND/OR AGENT DOES SO WITH THE FULL UNDERSTANDING OF THE AFOREMENTIONED STIPULATION AND POSSIBILITIES AND ACCEPTS PRIOR TO SUCH A REPLACEMENT, ATTLEBOROUGH IT AND ANY REPAIR TECHNICIAN AND/OR SERVICE USED IS NOT RESPONSIBLE IN THE EVENT OF SUCH A SITUATION ARISING. WHERE AND/OR WHEN DEVICES ARE SCHEDULED FOR REPAIR AND THE REQUIRED UNLOCK CODE AND/OR PHRASE IS NOT PROVIDED, WE WILL BE UNABLE TO CARRYOUT ANY AND/OR ALL PRE-REPAIR TESTS TO CONFIRM THE FUNCTIONALITY OF THE

DEVICE(S) PROVIDED FOR REPAIR. IN SUCH CASES THE RIGHT TO CLAIM A COMPONENT OF SAID DEVICE(S) WAS WORKING PRIOR TO THE REPAIR UNDERTAKEN BY US IS WAIVED AND ACCEPTED BY THE OWNER AND/OR AGENT THEREOF AS FINAL.

ANY AND/OR ALL REPAIR APPOINTMENTS ARE SUBJECT TO CHANGE AND/OR CANCELLATION SHOULD A CONTRACT CLIENT REQUIRE US TO ATTEND THEIR PREMISES – SUCH REQUIRED ATTENDANCES TAKE PRIORITY OVER OUR REPAIR SERVICES. WHERE ANY REPAIR IS BOOKED IN UNDER CLIENT INSTRUCTION “IT JUST STOPPED WORKING” YET WE FIND UPON INSPECTION MISSING SCREWS AND/OR DAMAGED FPC INTERFACES, SAID REPAIR WILL NOT GO AHEAD AND THE DEVICE IN QUESTION WILL BE RETURNED WITHOUT REPAIR AND/OR CHARGE. ALL REPAIRS CARRIED OUT BY US ARE VIDEO RECORDED.

WHERE ANY APPLE DEVICE REPAIR INVOLVES THE REMOVAL OF THE DEVICE’S BATTERY, THE UNLOCK CODE IF THERE IS ONE WILL BE REQUIRED BY US, SO AS TO CHECK FOR NETWORK CONNECTIVITY AFTER THE RECONNECTION OF THE BATTERY AND COMPLETION OF THE REPAIR. WHERE AND/OR WHEN A CLIENT DOES NOT WANT TO AND/OR CANNOT PROVIDE THE UNLOCK CODE, WE CAN CONTINUE WITH THE REPAIR BUT DO SO WITH THE UNDERSTANDING SAID CLIENT(S) UNDERSTAND NETWORK CONNECTIVITY AND ALL THE BENEFITS THEREOF WILL NOT BE RESTORED.

#### **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 THE CLIENT. OUR SMBW PACKAGE UNLESS OTHERWISE STATED NEED NOT BE PAID FOR IN FULL UNTIL COMPLETION AND CLIENT ACCEPTANCE AT WHICH TIME AN INVOICE WILL BE SENT FOR FULL AND FINAL PAYMENT PRIOR TO THE WEBSITE LAUNCH.

WHERE A WEBSITE BUILD IS NOT COMPLETED BY 5 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, THE FULL INVOICE AMOUNT OF THE QUOTE 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 AND/OR EDITED 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.

#### **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 DEAL WITH REGARDS 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 7<sup>TH</sup> 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 SERVICES. 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/IS PRICED ACCORDINGLY ON OUR WEBSITE AND/OR 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, 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(S) 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.