

# Terms of Business

By placing an order with Nine2, you confirm that you are in agreement with, and bound by, the terms and conditions set out below.

## Definitions

### **The Client:**

The company or individual requesting the services of Nine2

### **Ashley Cashfield T/AS: Nine2 (Nine2):**

Developer, designer hosting provider and employees or affiliates.

## General

Nine2 will carry out work only where an agreement is provided either by email, telephone, mail or fax. Nine2 will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Nine2 and The Client, this includes telephone and email agreements.

## Website Design & Development

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Nine2 cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code (*not provided by The Client*) remain the property of Nine2 until all outstanding accounts are paid in full.

Nine2 cannot take responsibility for any copyright infringements caused by materials submitted by The Client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Nine2 and will be quoted for, and billed, separately.

The Client agrees to make available, as soon as is reasonably possible to Nine2, all materials required to complete the site to the agreed standard and within the set deadlines/project milestones.

Nine2 will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Nine2 will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

Nine2 will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of The Client or any of The Clients appointed agents.

Nine2 will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 50% is required with any project before work can commence. This deposit is non-refundable as it secures studio time and covers initial costs incurred to Nine2.

The project timelines/deadlines are estimations only and should serve as such. Every endeavour will be made to meet these timelines so long as The Client meets their requirements set out in the project milestones, or any additional requests by Nine2 within a reasonable timeframe.

Work additional to the original quotation will be added to the final balance, billed at the hourly rate. Additional costs will always be agreed with the client before work commences.

Once a project has been completed, the final balance of payment is due in accordance with our payment terms and before the project goes 'live'. There are no exceptions to this, i.e. If The Client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

## **Database, Application, Mobile App and E-Commerce Development**

Nine2 cannot take responsibility for any losses incurred by the use of any software created for The Client. Whilst every care is taken to ensure products are error-free through several rounds of testing, the ultimate responsibility lies with The Client in ensuring that all software is functioning correctly and as they expect before use.

The Client is expected to test fully any application or programming relating to a product developed by Nine2 before being made generally available for use. Where "bugs", errors or other issues are found after the product is 'live', Nine2 will correct these issues to meet the standards of function outlined in the brief free of charge. Where errors occur as a result of operation or changes beyond the scope of Nine2's work, a fee will be charged for correction.

## Compatibility

Nine2 will endeavour to ensure that any developed/designed website or application will function correctly on the server it is initially installed on. In the case of a website, it will function correctly when viewed with all major web browsers and desktop and mobile devices. In the case of a mobile app, it will function correctly when viewed on the target devices only. Nine2 can offer no guarantees of correct function with out-dated browsers, unsupported servers and specific, low-volume mobile devices unless specified in the original quotation.

## Website Hosting

Whilst Nine2 optionally provides web and application hosting, we provide an annualised 99.9% uptime Service Level Agreement. In the event this isn't met, we will fully refund the year's hosting if you experience more than an 8 hours annualised downtime. Nine2 cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Nine2 reserves the right to refuse to handle, in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

## Payment of Accounts

A deposit is required from The Client before any work is carried out. It is the Nine2 policy that any outstanding accounts for work carried out by Nine2 or its affiliates are required to be paid in full, no later than 14 days from the date of the invoice unless by prior arrangement with Nine2.

Once a deposit is paid and work completed, The Client is obliged to pay the balance of payment in full. We will contact The Client via email and telephone to remind them of such

payments if they are not received when due. An additional late payment penalty of 5% of the balance due will also be levied to cover additional administration costs.

If accounts are not settled or Nine2 have not been contacted regarding the delay, access to the related website or application may be denied and the product removed from public availability. We will then pass such cases to our solicitors to pursue payment. Non-payment may result in County Court Judgements (CCJs) being added to The Client's credit rating.

Following consistent non-payment of an invoice, our solicitors will contact The Client with a view to taking the matter further and, if need be, to seek payment through legal procedures and, if necessary, court summons.

## Complaints Procedure

### Informal procedure

Anyone who experiences a problem with the product provided by Nine2 should raise the matter directly, giving sufficient information to locate the material (*such as a URL*) and clearly outlining the grounds for complaint.

Nine2 will approach the individual responsible for the material in question with a view to resolving the matter quickly and to the satisfaction of the complainant.

### Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Nine2, Chapel Field N, Norwich, Norfolk, NR2 1NY who will acknowledge receipt and ensure that the matter is considered as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

## Third Parties

Third parties are not allowed access to Nine2 property directly due to security of user data. This includes the server in which Nine2 provides hosting to it's clients. Should a third party need access for example in the scenario of FTP or database access You should contact Nine2 directly. Nine2 will then arrange to liaise working with you and/or the third party to provide an adequate solution.

## Your Data

Nine2 will gather data from you and store it locally to ensure there is adequate means of contacting you regarding your product/service. Nine2 may contact you from time to time to keep you updated on any updates to any Nine2 products and/or services that may be relevant to you in regards to products and/or services you have been provided with in the past.

Your data will never be sold to third parties under any circumstance.

A full summary of Nine2's privacy policy can be found online at the following URL: <https://nine2.co.uk/>.