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## **Business Starter (Shopify)**

Terms & Conditions - 27/5/19

## **Introduction**

These terms and conditions together with the scope of services form a legal agreement between us, Dab Hand Group Ltd ("the Supplier") and you ("the Customer")

Within the context of this agreement, the following definitions apply: -

"Agreement" means the project proposal, scope of services, Terms and Conditions and any other relevant documentation

"Start date" means the date the project formally begins

"Completion date" means the date a project is considered as finished for billing purposes

"Scope of Services" means the services to be carried out by the Supplier to meet the Customer's requirements

"Sign off" means final approval of any preliminary designs and mock-ups

"Variation Order" means any billable work that is outside the original scope of services

## **1. Scope Of Services**

Upon conclusion of all preliminary discussions between us, a Scope of Services document will be provided setting out details of your requirements and how these will be met by us. Anything not described within this scope will not be deliverable within the project fee.

This document will supersede all preliminary discussions, emails and documentation so please do check carefully to ensure that it meets your expectations.

## **2. Quotations**

Quotations remain valid for 60 days from their creation. Please discuss with us if you wish a more flexible quote expiry.

## **3. Developmental Process**

Throughout this project, there are several developmental processes which take place. After payment, we will proceed firstly with gathering information in regards to your project to help us understand more about the type of business you will be starting, your target audience, the goals and future aspirations of the business. This will usually come in the form of an online questionnaire, although can be conducted verbally or via email or slack. We will then move onto the creation of the brand that meets your requirements. Following this, we will suggest various ready to go

shopify templates that would suit the brand and begin populating a chosen theme with content and imagery. Finally, the site will be finalised with SEO and later transferred from our shopify developer account into your own shopify account.

Alterations and amendments that fall outside of the original scope of services will be charged at an additional cost (see Variation Orders below).

## **4. Variations Orders**

We realise that creativity is a process and on occasion work is required that falls outside the initial Scope of Services. In these circumstances we will always try to accommodate the request for no additional fee. However, If the change in question causes an increase in the project workload, it will be treated as a billable Variation Order.

Variation Orders will be charged at an hourly rate of £35 per hour.

Variation Orders may delay the project completion date.

## **5. Disclosure**

Unless otherwise agreed, we maintain the right to show work undertaken on your behalf as part of our portfolio and for use on our website.

## **6. Payments**

All invoices fall due for payment within one month of issue unless otherwise arranged. Any invoices still outstanding after 3 months of due date will be escalated onto an external debt collection agency. Late payment may result in delayed completion of your project and may incur additional charges. We reserve the right to charge interest at a rate of 10% per month in respect of any unpaid invoices. Payment at each milestone constitutes an agreement that the work completed meets requirements and is non-refundable. Please ensure you are happy with the work before settling any invoices.

Until full payment is received we retain full ownership of work that we produce. Any other projects we may have together will abide by these terms and conditions. This includes, but is not limited to, additional work and follow on projects. We will do our best to submit a new proposal for each project, or submit a generic supplier proposal where possible - however, in the event that no proposal is signed, follow on work will adopt the terms and conditions as signed in this current proposal.

## **7. Shopify Subscriptions**

You don't need to have a shopify subscription while we're developing - but this will be needed when you want to take your site live. At time of writing, Shopify is around £22 per month - this may be subject to change and this is outside our control. A valid shopify subscription is required to keep your site live. Upon completion, when you accept the transfer to your Shopify account from our developmental store - you are accepting Shopify's own terms

and conditions. The beauty of a shopify store is that most upkeep, hosting, maintenance etc is included in your subscription and is managed by Shopify automatically. This means that Dab Hand Group are unable to accept any responsibility for any loss of data, account termination, failed billing, low site performance, security breaches.

## **8. G-Suite Subscriptions**

At time of writing, G-Suite is around £4.50 per month per user - this may be subject to change and this is outside our control. A valid G-Suite subscription is required to keep your emails functioning. Any failure on payments may result in loss of data or account termination. It is important to note that there Dab Hand Group Ltd take no additional backups of data and emails (and additional gsuite products) are solely managed by google and are therefore out of our control. Dab Hand Group Ltd accept no responsibility to any upkeep, data backups, management or failures on any G-Suite accounts. With that said, ourselves and google will always be on hand to help should things go awry.

## **9. Third Party Subscriptions or Accounts**

Additional third party subscriptions or accounts may be required to get your site and marketing functioning as best it can. Additional third party accounts may include (but are not limited to) Mailchimp, Facebook or Instagram. We will confirm with you prior to registering anything in your name. By accepting our Terms and Conditions you also agree to the terms and conditions set my any third party providers. Dab Hand Group also accept no responsibility for any loss of data, security breaches, account termination or anything which is outside of our own control.

## **10. Delays**

We shall use all reasonable efforts to meet the agreed milestones of a project. If for any reason a due date needs extending we will provide written notice.

Any delays caused by conditions beyond the reasonable control of the parties shall not be considered as a breach of the agreement. Conditions beyond the reasonable control of the parties includes but is not limited to natural disasters, power failure, fire, flood, acts of war and terrorism.

## **11. Cancellation**

You can cancel a project at any time and for any reason by informing us in writing. At our discretion we may cancel a project at any time if any invoice goes unpaid, if anyone from your organisation is abusive towards any staff member, or if all reasonable attempts to contact you go unanswered for 28 days or more.

In the event of a cancelation, any design or development work that has been completed will be invoiced at an hourly rate of £35 per hour. If a deposit has already been paid, a refund will be given for the difference if the deposit is greater than the balance due. If the balance due is greater than the deposit, an invoice will be raised for the difference.

We reserve the right to terminate any project associated with immoral materials including, but not limited to pornography, drugs and violence.

## **9. Confidential Information**

We will always maintain the confidentiality of a customer's information and shall not without your prior written consent use, disclose, copy or modify such information (or permit others to do so) other than as necessary for the performance of its rights and obligations under the agreement.

## **10. Dispute Resolution**

We hope to provide a friendly and professional service to our customers. Should any dispute arise at any time it is our hope that these can be resolved by negotiation.

In the unlikely event that a dispute cannot be resolved we will, if appropriate, provide a refund of any fees paid by you.

## **11. Representations & Warranties**

You, as the customer represents and warrants to us that to the best of your knowledge, use of your content does not infringe the rights of any third party.

We provide a bespoke service and logos designed by us are done so from scratch. However, we accept no liability for any infringement of any third party Intellectual Property this includes, but is not limited to copyright in fonts, images and phrases

Our liability to you in contract, tort (including negligence), for misrepresentation (whether innocent or negligent), for breach of statutory duty or otherwise arising out of or in connection with this Agreement shall not extend to any loss of profits, business opportunity, goodwill, data, anticipated savings or any special, indirect or consequential losses or damage whatsoever, even if foreseeable or if we have been advised of the possibility of such damage.

## **12. Intellectual Property**

Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Dab Hand Group Ltd hereby assigns to client all right, title and interest, including without limitation copyright and other intellectual property rights for use of the final logo. Exciting stuff, eh!?