**NOTICE REPLY FROM SAM WEB STUDIO**

1. **Wrong person name to presented notice. None of the notice sender/presenter were part of the project.**

This Email is in regards to your legal notice for recovery of Rs: 24,780/-. Before jumping to conclusions with the one-sided story, we would like to draw your attention towards some statistics which your client did not share with you. First, There was no person in coordination named Mr. Arun Chopra or Smt. Sheena Dhingra. Our project settlement and all communication held with Mr Arnav Chopra including settlement of proposal, Scope of work, deadlines and during the rest of the whole conversation only Mr Arnav was the person we coordinated with and no-one else.

We are not sure what and how come someone educating you about the past scenarios without being part of the communication.

So we first of all discard all the claims presented from SMALL Wonder School side as the person claiming for the loss were not even part of the process.

1. **There were no existing online website/channel because of which client claim the loss.**

Anyways, Mr Arnav Chopra approached us to get a **NEW**website for their school. Which means there was no existing online website at that time, This also proves that there was **NO-ONE**who was dependent on your client's **ONLINE** educational system as there was no online presence. No preexisting channel, no preexisting website, no preexisting online customers and hence no loss due to that… We believe that this rest your claims that due to this new platform not coming online, affected your client's reputation as the channel never existed.

1. **Repeated change of settled requirements and repeated breach of terms and condition of work as per original settlements**

We would also like to highlight the main reasons for the delay and we also would help you to know and understand how much we cooperated throughout the process. Please not to forget that any sort of statistics and points we are sharing in this document, are very well reserved with us in writing from Mr Arnav who was the official coordinator from your client through emails and WhatsApp chats. Also before going to further details, we would like you to know that there is a settlement document which was approved by the client listed all the scope of work including payment terms, which were agreed by the client’s official coordinator. Not just this but on our official website there is a section listing all the Terms and conditions for Refunds or Cancellation policies of a Project <https://www.samwebstudio.com/terms-conditions> which I am sure your client checked before finalizing the project and you have checked before sending the claim notice, The same terms we also share in writing in our proposal with all of our clients.

Proceeding with the facts, The scope of work shared with Mr Arnav was settled referring **Mothers Pride  School website** and after the project settlement, they all of sudden changed the reference which was originally discussed while project settlement to **Art Attack website**. Not just the reference was changed but the technology the website was going to be developed was requested to be changed from VueJS to NuxtJs which in fact cost us a bit more of manpower but to maintain our goodwill, we cooperated with the client and agreed to change the reference and technology without any extra cost.

As per the primary discussion with the client’s coordinator, we received the HRS (HOMEPAGE REQUIREMENT SPECIFICATION) Document and only on the basis of these written instructions we initiate the designing process. Once we shared the design on the basis of the inputs we received from client’s coordinator we had to make a huge number of repeated changes in the designs. The process we follow is very smooth and is followed by each of our clients. We assign a dedicated coordinator from our team as well which was Mr Saurabh Yadav. The communication between two teams us usually done through emails or scheduled call meetings. But in this case, we were receiving an enormous amount of repeated calls to the SAM Web studio’s coordinator which was so torturing and really not a healthy way to coordinate officially with anyone. One person in any company takes care of multiple tasks and due to this over engaging communication with your Client’s coordination our other clients started complaining about not being responsive.

1. **Tried to contact the employees directly after business hours**

The client’s coordinator then requested to directly speak with the designer about changes. We do not recommend this practice as the designer’s too get distracted and are not able to work due to such repeated calls and messages from the clients.

Once we shared the designer’s contact number with the client, immediately we got complains from the designer that your client’s coordinator makes repeated calls on their mobile requesting modifications in the page which were not settled and client’s coordinator calling the designer after the business hours too. Not just the SAM Web Studio’s official assigned coordinator but the designer working on the website too started feeling suffocated with such pressurizing coordination. Hence the projects were shifted to Mr Satish Chandra the head of marketing who had initially settled the project with the client’s coordinator.

In our approx 10 years of professional career experience in designing industry, this was the first website project whose design requirements were modified by 7 times. You can check all the repetitions at <https://www.samwebstudio.co.in/small-wonders>

1. **Verbal abusing / Threaten/Pressurizing the Coordinators and employees for the refund.**

Let me remind you that the initial design was created on basis of the client’s coordinators' written instructions only and still had a design modified by around 7 times with mostly major modifications we had to almost rework and enhance every new design by 35%. Which again is usually paid in most of the cases as it was not automatically generated but our 6 years experienced graphics designer was continuously enhancing the design as per the client’s instruction that also costs us huge loss just in the first step of the process. The client coordinator started taunting the SAM Web Studio’s coordinator by passing sarcastic and insulting comments on chat about being slow. The whole delay through the process was due to the repeated number of changes in the designs, We were cooperating as much possible but still, the revisions and taunts did not end. The manpower investment in this project was going way beyond that the settled amount for this whole project, in this case, Our coordinator advised client’s coordinator to go for a monthly basis or hourly basis contract instead of a fixed cost project **which was straight denied by the client’s coordinator as because of this their intentions were very clear that they don’t want to pay the justified manpower cost to the SAM Web Studio**. They kept pressurizing us for working more and more in less time with any sort of revisions they send they asked us to work on it. To push the project’s speed we requested client’s coordinator to provide the references of further pages as it would’ve avoided a lot of reworks and saved time for both of our teams. It was getting difficult to justify the project’s cost as per the revisions and requested rework by the client’s coordinator in **APPROVED DESIGNS**.

The coordination was getting difficult day by day as the blames of all the delay was pointed to us but it was all due to reworks requested by client’s coordinator in the approved design. The WhatsApp communication we offer to our client for ease of the discussion but in this the case we were getting calls and texts in odd hours of the day as well, We requested Client’s coordinator to use email conversation as the requirements were repeatedly changing and we wanted to keep track of all the rework. As soon as the landing page of the website got approved,the client’s coordinator started pressurizing for the rest of the pages to get done as soon as possible, which was a time taking process considering the number of revisions client requests even in the approved design of the landing page. Still we somehow did that and attaching all the pages which were designed.

1. Work done which was not settled and not paid too.

We also made a coming soon page for the client for the betterment their online reputation, They wanted to make the incomplete website live but proactively our coordinator suggested to go for a coming soon page.

We were left with no other option but to end this and stop our loss by working with your client on SMALL Wonder project because of the overwork done. Even at the time of ending to maintain our goodwill, we had shared the source files of the website which are usually provided once all dues are cleared by the client but we have shared the files and the codes but the client had refused to pay to us. We even requested the client to pay for the extra hours we had worked on the project by utilizing multiple resources on the project to speed up but it was simply denied by the client.

Referring to the terms and condition to work with SAM Web Studio as mentioned on the official website: <https://www.samwebstudio.com/terms-conditions> The 35% advance amount of Rs: 24,780/- was paid by the client as the upfront amount is non-refundable. In-fact, Way more than this amount, we have invested as the manpower in this project’s rework and modifications for months bearing all the mental trauma faced by a number of our employees by calling them in odd hours, disrespecting them and taunting them like slaves isn’t really appreciated. The client coordinator himself asked us to handover the approved landing page so that they could use it. **Which means that they have paid the amount for the work they have received and they asked us to stop working on the project as they wanted to get the rest of the work done by their own.**We were never the one who cancelled the project at the first place. We had finished the project further and hence we have done complete graphics work for the rest of the design as well. That also took a lot of our time and efforts which is never counted by your client’s coordinator and never paid of course.

1. Closing

The kind of mental pressure your client’s coordinator tried to build on our team left an emotional impact and our designer’s professional career who were working on this project, he left us due to this ill-treatment from the client, has led us cancelling our ongoing projects handled by the person.

The client is using the work done by our team and asking for a chargeback. Attaching screenshots of the work we have done which is currently running on client’s official website.

It clearly shows intension of client to simply loot and scams the companies by showing off the delays and stating pointless reasons to fake the loses. The client has the audacity to use the product and also claim a chargeback by showing off a loss for a product which was never there.

The kind of scam client is playing with the IT companies by hiring them by paying a sum of the advance amount and torturing them to work more than the settled amount, The page running on the current website <http://www.smallwonders.edu.in/> was designed by our team including the rest of the designs, which was finally approved by your client’s coordinator.

Client’s intentions are no more hidden and we are very well prepared with all the communication histories at our end with all the proof in writing from your client’s coordinator.

**Our reply should focus on following points**

1. Judiciary state is Delhi as the company is registered in Delhi and we never visited to client’s place at Panipat.
2. The delays were due to Covid but still all the Work has been completed by SAM Web Studio for the upcoming phases too but client did not pay us.
3. More services client still using for which they did not paid.
4. Wrong coordinator names were there in the notice/petition.