

Terms and Conditions Customers On Tap Ltd.

By using our Services, the Client agree to the following terms and conditions (the "Terms of Service").

These Terms and Conditions comprise the entire agreement between the Client and Customers On Tap Ltd and supersede all prior agreements between the parties.

Terminology;

"Customers On Tap Ltd", also referred to as "Customers On Tap Ltd", "we", "us", "the supplier";

"The Client", also referred to as "Customer", "the Client", "you" means the person, company representative or company who enters in to a website services agreement with the supplier;

"Services", the body of work that is being undertaken, including but not limited to consultation, bespoke website development or refurbishment, rewriting of code, provision of third party plugin tools, or provision of technical support.

"Materials", information provided by the Client in order for Customers On Tap Ltd to facilitate the required creation, alteration, correction or required support for the website.

If you have any questions or concerns regarding these Terms of Service, please let us know by emailing us at hello@customersontap.co.uk before you accept any quotation.

Section 1 - General

- 1.1 The initial agreement is subject to a thirty day cooling off period from the date that the quote is accepted and signed and any fees paid during this time will be refunded in full should the Client no longer wish to use the service, unless work has already been undertaken by Customers On Tap Ltd. In this instance, any refund on fees will be at Customers On Tap Ltd's discretion and based on the amount of work done at the point of cancellation. The Client acknowledges and agrees that no fees will be refunded after this thirty day period has expired.
- 1.2 Cover for all development and support is available 0900 to 1700, Monday to Friday.
- 1.3 Customers On Tap Ltd do not offer hosting services. Customers On Tap Ltd will make recommendations for hosting should the Client request it but accepts no liability for any losses, issues or damage caused as a result of such recommendation.
- 1.4 Payment of any fee will constitute full acceptance of, agreement for, and compliance with these terms and conditions.
- 1.5 All prices quoted are exclusive of VAT at the prevailing rate.
- 1.6 Failure to comply with the agreed payment schedule and/or any component of these terms and conditions may result in suspension of the Service and Customers On Tap Ltd reserves the right to terminate the Client's account if Customers On Tap Ltd determines that the Client has not complied fully with the stated terms.

- 1.7 The Client is solely responsible for providing, at the Client's own expense, all equipment necessary to use the services, including a computer and modem; the Client's own Internet access; and any appropriate mobile device.
- 1.8 The Client understands and agrees that temporary interruptions of the services available may occur as normal events. The Client further understands and agrees that Customers On Tap Ltd has no control over third party networks and therefore delays and disruption of other network transmissions are completely beyond the control of Customers On Tap Ltd.
- 1.9 We reserve the right to change these Terms of Service from time to time without notice to the Client.

Section 2 - Description of Services

- 2.1 Customers On Tap Ltd agrees to provide the consultation, website development or refurbishment, rewriting of code or provision of support Services in accordance with the Terms of Service detailed below and to;
 - i. carry out services in a professional and timely manner,
 - ii. make every effort to adhere to any deadlines agreed,
 - iii. create, develop and provide all Services agreed in the written quote in a timely manner.
 - iv. accommodate any required changes outside the scope of the original quote where possible and subject to agreement from the Client and payment of any additional charges,
 - v. endeavour to complete requested website revisions or updates within 48 hours, wherever possible.
 - vi. maintain regular contact with the Client throughout the period of the Service provision to discuss changes, upgrades or issues arising,
- 2.2 Specifically, Customers On Tap Ltd will extend existing WordPress based websites by;
 - i. creating and adding new functionality in the form of a theme or plugin,
 - ii. adding and configuring themes and/or plugins from third parties,
 - iii. tweaking or changing existing themes or plugins.
- 2.3 Create new WordPress based websites by creating bespoke functionality in themes and/or plugins.
- 2.4 Provide support and troubleshooting services for all websites under its control.
- 2.5 The Client agrees to;
 - i. adhere to all agreed deadlines,
 - ii. provide Customers On Tap Ltd with everything that is required by Customers On Tap Ltd to complete the task, including, but not limited to, login credentials for website or hosting, relevant third party tools, text, images and photographs (in the required format),
 - iii. review Customers On Tap Ltd's work, provide feedback, and signoff approval within the stipulated time frames,
 - iv. adhere to the expected deposit and payment schedule as provided in the quote,
 - v. accept that any amendments, additions, alterations and changes outside those contained within the original quote may be subject to additional charges,

- vi. accept that completion time for any quoted task is dependent on the timely response to any queries raised, or quotation acceptances requested by Customers On Tap Ltd,
 - vii. provide any other information as required and ensure that all Materials and content provided has been edited and vetted before submission.
- 2.6 Customers On Tap Ltd is not responsible for writing or inputting any text copy unless this has been specified by the Client, or unless the text provided is being used by Customers On Tap Ltd to test the functionality that has been added. Any text used for testing purposes will be replaced prior to launch and the Client accepts full responsibility for the quality and accuracy of the content.
- 2.7 All Customers On Tap Ltd services may be used for lawful purposes only. The Client agrees to indemnify and hold Customers On Tap harmless from any claims resulting from the Client's use of our service that damages the Client or any other party.
- 2.8 If the Client is hosting the website elsewhere, Customers On Tap Ltd cannot guarantee that the website is fully compatible with all hosting providers server operating systems, especially any contact forms, Content Management Systems, database driven websites, and any tools that interact with third party application programmer interfaces (APIs).
- 2.9 Customers On Tap Ltd does not offer any technical support for any other web site hosting company that the Client may choose although assistance may be offered in resolving issues with the third party subject to agreement by the Client to a charge for this.
- 2.10 Customers On Tap Ltd cannot guarantee that the functions contained within any web page (or part of the Client's website design), will always be error free, and therefore Customers On Tap Ltd will not be liable in any way whatsoever to the Client for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of, or inability to, operate the web site and any other web pages.
- 2.11 Customers On Tap Ltd accepts no liability for any losses, issues or damages caused by problems arising from problems inherited by Customers On Tap Ltd from existing websites. Customers On Tap Ltd may offer to undertake remedial work on an existing site prior to work commencing and a quote will be offered to the Client in this instance. Customers On Tap Ltd will not commence the original project work until the existing website problems are rectified to their satisfaction and accept no liability for delays to the provision of work under the original quote as a result of the faults on the inherited website.
- 2.12 Customers On Tap Ltd reserve the right to refuse to commence work on any existing site where problems are present and the Client declines Customer On Tap Ltd's quotation for remedial work.
- 2.13 Customers On Tap Ltd reserve the right to refuse to handle in any way material which may be deemed offensive, illegal or in any way controversial.

Section 3 - Website Development

- 3.1 Customers On Tap Ltd will provide a full quotation for custom software and web development work and the Client agrees to pay a deposit of 40% of the value of this

quotation in advance of the commencement of work. (Please refer to section 1.1 for details of the cooling off period).

- 3.2 Settlement of the remaining 60% plus any additional costs incurred as detailed in sections 3.4, 3.9 and 3.11 must be made within seven days of the submission of the final invoice (or in advance if the charge relates to additional costs as detailed in section 3.11).
- 3.3 Any variation to this charging structure will be at the discretion of Customers On Tap Ltd and will be agreed in writing before work commences.
- 3.4 Websites may be launched in advance of payment of the final invoice and any additional costs for extra features and/or extra design or development costs, not covered by the original quote will be agreed and invoiced before being utilised.
- 3.5 Pre-purchased credits (see section 4) may be utilised against invoices raised and any work done over the value of the existing credits will be invoiced at an agreed hourly rate.
- 3.6 All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, Customers On Tap Ltd cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.
- 3.7 Customers On Tap Ltd cannot guarantee compatibility in old or redundant browser software or third party software, tools and APIs.
- 3.8 All websites will be developed using WordPress as the Content Management System (CMS). However, in some instances, Customers On Tap Ltd may build a bespoke solution, depending on the exact requirements of the Client.
- 3.9 Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to Content Management Systems or ECommerce Management Systems are covered within the quote provided unless such additional costs are incurred as a result of additions or amendments by the Client to the original quote.
- 3.10 Any images or photographs that the Client supply should be in digital format, in as large a version as possible. Images or photographs in any other format cannot be accepted.
- 3.11 Any images that Customers On Tap Ltd are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
- 3.12 Pre-licenced images provided by the client to Customers On Tap Ltd will be accepted but Customers On Tap Ltd accepts no liability or responsibility for verifying the licence on said images. The responsibility for this lies solely with the Client.
- 3.13 Service levels and costs will depend on the quotation provided for the bespoke service required or credit package selected (detailed below) and may be subject to changes and/or alterations by Customers On Tap Ltd at any time without prior notice.
- 3.14 If the quotation exceeds the value of the work undertaken then the final invoice will be discounted to reflect any reduction in cost.

- 3.15 Customers On Tap Ltd reserves the right to charge the Client up to 85% of the total web development cost should the client cancel the website development agreement after the design concepts have been agreed but prior to the website going live. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place and will be at the discretion of Customers On Tap Ltd.
- 3.16 All payment transactions for development work will be processed by Stripe UK and will appear on the Client statement as WPDRS or SPTK.

Section 4 - Pre-paid support and Development Credits

- 4.1 Customers On Tap Ltd offers Clients the option to purchase support and development time in advance of the need for assistance.
- 4.2 Payment for this service is made monthly in advance.
- 4.3 Credits are valid for twelve months from the date of purchase and can be used at any point against small tasks that require action by Customers On Tap Ltd or may be used to offset against larger development tasks. Credits can be purchased in bulk, or by monthly instalments and can be accrued up to the point of expiry. Examples of credit values and the tasks they can be used for are available at www.customersontap.co.uk/credits.
- 4.4 Small tasks (as designated as such by Customers On Tap Ltd) will be completed within five working days and more extensive projects will be subject to a full quotation and time estimate at the point of request.
- 4.5 The value of each task or project will be deducted from the pre-paid credits, using the oldest credits on each account first and the Client will be advised of the value prior to the work commencing.
- 4.6 Customers On Tap Ltd offer a bespoke tracking application for Clients to monitor the credits purchased and any use of credits. Any changes to the account will also be notified by email.
- 4.7 Monthly payments can be suspended if more credits are accrued than the Client feels they will use until such time as the existing credits have been utilised.
- 4.8 Customers On Tap Ltd will reserve time each week for the completion of smaller tasks arising from the customers who opt for this service. Completion will therefore aim to be within five working days and the urgency of each task will be decided on merit, at the discretion of Customers On Tap Ltd, be prioritised accordingly and dealt with urgently where necessary.
- 4.9 Customers On Tap Ltd will endeavour to ensure that all Clients receive prompt and appropriate attention but accept no liability for external or third party delays that would prevent delivery of the service within the agreed timescale.
- 4.10 Existing credits can be offset against invoices for larger projects (see section 3). The credit value is discounted from the final invoice. This will be explained and indicated when a quote is created for larger projects.
- 4.11 Service out of normal working hours may be possible but will be at the discretion and availability of Customers In Tap Ltd.

- 4.12 The services outlined above provided by Customers On Tap Ltd can be cancelled at any time by the Client, by giving no less than with 14 days notice by email as detailed in section 13. No refund will be offered for any unused credits, month, or part month paid up front after the thirty day cooling off period has expired. Please refer to section 4.13 for the process relating to unused credits.
- 4.13 No refund will be given for any credits purchased but they remain valid for one year from purchase regardless of cancellation. Unused credits may be transferred to another customer at Customer On Tap Ltd's discretion.
- 4.14 Assessment of the number of credits required will be provided by Customers On Tap Ltd, charged by single or recurring invoice and charged via GoCardless.

Section 5 - Plugins and themes

- 5.1 Customers On Tap Ltd offer the direct sale of WordPress plugins and themes. The cost of these additional items will be subject to upfront payment by card or via Paypal.
- 5.2 Customers On Tap Ltd may also on occasion make available special offers. Full details will be made available at the time of offer.

Section 6 - Payment

- 6.1 If the Client does not pay any amount properly due to Customers On Tap Ltd in accordance with their Terms, Customers On Tap Ltd may:
- i. suspend the work being done until such time as the missed payment is made, or cancel the agreement completely,
 - ii. reserve the right to pass the matter to a third party for collection with the Client accepting full liability for any costs incurred as a result of this action,
 - iii. reserve the right to charge the Customer interest on the overdue amount at the rate of 8% per year above the Bank of England base rate (interest will accrue daily until the date of actual payment); or
 - iv. claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 or,
 - v. interest under the County Courts Act 1984
- 6.2 Customers On Tap Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused by suspension of the Service following late payment of an expected instalment. The customer shall take full responsibility for ensuring that payments are made in a timely manner and in accordance with the details provided in the quotation.
- 6.3 Customers On Tap Ltd may elect to vary the charges by giving to the Customer not less than 30 days written notice of the variation expiring on any anniversary of the effective date of the engagement.

Section 7 - Warranty

- 7.1 Customers On Tap Ltd offer a six month warranty on all code created by them. Only code created by Customers On Tap Ltd is covered by this warranty.
- 7.2 Any bugs, errors or issues with said code within six months of making live the new code or the launch of the website, will be repaired at no cost to the client. Bugs,

errors or issues arising after the six month period has expired will be quoted for and charged at the prevailing hourly rate.

Section 8 - Eligibility & Privacy Policy

- 8.1 By requesting and agreeing to these Services, the requester represents and warrants that they have the right, authority, and capacity to enter into this agreement as the Client or a representative of the Client, and to abide by all the terms and conditions of these Terms of Service.
- 8.2 The Client must be over 18 to register or use the Service.
- 8.3 It is Customers On Tap Ltd's policy to respect the privacy of its users. Full details are available at <https://www.customersontap.co.uk/legal/privacy-policy/>.
- 8.4 Customers On Tap Ltd adheres to all national and EU data protection in accordance with the prevailing General Data Protection principles, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.
- 8.5 Customers On Tap Ltd warrants that any passwords or login details provided by the Client to allow Customers On Tap Ltd to effect the changes within existing systems and websites will be held securely and relevant security procedures will be in place to protect such information. In the unlikely event of a breach of Customers On Tap Ltd's security systems, the liability of Customers On Tap Ltd will be limited to the charges paid for the Services under this agreement.
- 8.6 Customers On Tap Ltd accepts no liability for an external attempt to hack any website but will provide advice for the customer on how to prevent or mitigate such an attack.

Section 9 - Intellectual Property Rights and Copyright

- 9.1 Customers On Tap Ltd maintains copyright on all completed websites but the Client will have full rights and permission to share, edit, sell or transfer or use, the text files, images, graphics and any visual elements, video or sound bytes, that have been given to Customers On Tap Ltd to use in connection with the project.
- 9.2 Customers On Tap Ltd will maintain copies of all the files used in connection with the project in code repositories for a minimum of five years
- 9.3 The copyright to the markup, CSS files, Javascript files, PHP files and other code that may have been used or created by us for the Client, or certain images that Customers On Tap Ltd may have supplied to or for the Client are licensed to the Client in connection with the web design project and will be licensed solely to the domain name on which the website files reside.
- 9.4 As the service provider, Customers On Tap Ltd also reserve the right to display and link to the completed project as part of our portfolio, and to write about the project on other web sites, in magazine or e-zine articles, books, written or digital publications of any design and source. Please inform us in advance of the website going live if you DO NOT want us to add the site to our portfolio of work.
- 9.5 The Client guarantees that any elements of text, graphics, photos, designs,

trademarks, or other artwork provided to Customers On Tap Ltd for inclusion in their website, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

- 9.6 Customers On Tap Ltd accepts no liability for any claim or suit arising from any breach of copyright; intellectual property rights infringed; any errors or omissions in any Materials; or for any loss or damage of any kind incurred as a result of the use of any Materials provided by the Client.
- 9.7 Customer On Tap Ltd reserves the right to request evidence of ownership or permissions.
- 9.8 The Client acknowledges and agrees that we reserve the right (but have no obligation) to evaluate the Materials before adding them to the website and are not liable for any omissions, errors or losses as a result of the use of the material provided.
- 9.9 Customers On Tap Ltd Service may do one or all of the following, at our sole discretion:
- i. disclose any Materials or any communication through the Customers On Tap Ltd Service, and the circumstances surrounding the transmission thereof, to any third party in order to operate the Customers On Tap Ltd Service, and/or in order to
 - a. comply with applicable laws,
 - b. respond to governmental inquiries or requests,
 - c. comply with valid legal process,
 - d. protect the rights, privacy, safety or property of Customers On Tap Ltd, the Site visitors or the public,
 - e. permit us to pursue available remedies or limit the damages that we may sustain, and/or
 - f. enforce these Terms of Service.
- 9.10 In addition, the Client agrees to comply with all applicable laws, regulations, and ordinances as a condition of use of the Customers On Tap Ltd Service.
- 9.11 In order to permit us to protect the quality of our products and services, the Client hereby consents to our employees and representatives being able to access the Client's account and records for any reason pertaining to the provision of the requested Services.

Section 10 - Disclaimer of warranties

- 10.1 The Client expressly agrees that the Client's use of the Customers On Tap Ltd service is at the Client's sole risk. The Customers On Tap Ltd service is provided on an "as is" and "as available" basis.
- 10.2 Customers On Tap Ltd makes no warranty that the Customers On Tap Ltd service will meet the Client's requirements, or that the Customers On Tap Ltd service will be uninterrupted, timely, secure, or error free.

Section 11 - Limitation of liability

- 11.1 The Client expressly agrees that Customers On Tap Ltd shall not be liable for any indirect, incidental, special or consequential damages, including, but not limited to,

damages for loss of profits, use, data or other intangibles, even if Customers On Tap Ltd has been advised of the possibility of such damages, resulting from:

- i. the use or the inability to use the Customers On Tap Ltd service;
 - ii. the cost of procurement of substitute goods and services;
 - iii. any goods or services purchased or obtained or content received or transactions entered into with Customers On Tap Ltd or a third party through the use of the Customers On Tap Ltd service;
 - iv. the inaccuracy of any information obtained from use of the Customers On Tap Ltd service or reliance on such information; or
 - v. the unauthorised access to the Client's account or alteration of the Client's account or data.
- 11.2 Customers On Tap Ltd will not be held liable for any missed launch date or deadline, if the Client has been late in supplying Materials, has not given feedback promptly when requested or has not approved or signed off work on time at any time during any process that Customers On Tap Ltd is working on.
- 11.3 Customers On Tap Ltd and the Client may agree to defer a launch date or extend a deadline due to extenuating circumstances and then only with the prior agreement of both parties.

Section 12 - Termination and Modification of the Customers On Tap Ltd Service

- 12.1 We may also, at our sole discretion and at any time, amend or discontinue the Customers On Tap Ltd Service, or any part thereof, with or without notice. Any credits held on account at the point that the service is discontinued will be refunded at the discretion of Customers On Tap Ltd.

Section 13 - Cancellation

- 13.1 Cancellation must be advised by email to hello@customersontap.co.uk and will become effective within 24 hours of receipt of the email subject to the agreed cancellation period.
- 13.2 Data will be held for a period of twelve months after cancellation and Customers On Tap Ltd reserve the right to delete any settings or data after this time.
- 13.3 Should Customers On Tap Ltd terminate the service due to the Clients' non-compliance with the Terms of Service, no refund will be offered against any pre-paid contract and any refund offered against a deposit or staged payment of a larger project will be at Customer On Tap Ltd's sole discretion. Customers On Tap Ltd accept no liability for any losses, issues or damages arising from cancellation due to the Clients' non-compliance with the Terms of Service.

Section 14 - Jurisdiction

- 14.1 These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.