

## **AB Marketing Services - Terms & Conditions**

You agree to be bound by our current terms when using our services and we advise you to check our terms periodically to make sure you are aware of the latest version.

**AB MARKETING SERVICES** will supply you with various forms of information via email, telephone and other media, you should be aware that any amendments to our standard terms and conditions should only be made in writing, verbal amendments will not be given.

Please read these terms of use carefully before you start to use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

### **Information Posted & Disclaimer**

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such. Information provided is made up of personal opinions, previous experiences and knowledge of the field.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from using our services or this website.

### **About Us**

AB MARKETING SERVICES

Trading name for: Adele Bovingdon

57 East End Road

Bradwell On Sea

Essex

CM07PT

[www.abmarketingservices.com](http://www.abmarketingservices.com)

Tel: 01621 776716

### **Accessing Our Site**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. Copying of any information other than for personal use is NOT permitted. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must return or destroy any copies of the materials you have made.

## Site Changes

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## Liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy.

We are the owner/licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and all such rights are reserved.

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time.

## Links

Our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

## Trademarks

**AB MARKETING SERVICES** is a UK registered trading name for Adele Bovingdon.

## Variations

We reserve the right to make revisions and/or amendments to our site at any time and you are advised to check it regularly.

## **Services Obligation**

Once deposit of pro-forma invoice has been submitted, you legally agree acceptance to our terms and conditions. By submitting payment, you also agree acceptance of the mock design supplied and for works to proceed. Final payment should be made in accordance to this, with no exceptions. Final payments become due, after completion of website in line with the mock design given and within 7 days.

**AB MARKETING SERVICES** will not be liable for any losses of data resulting from any delays, non-delivery, or service interruptions caused by circumstances beyond our direct control, errors or omissions of the Customer. **AB MARKETING SERVICES** will not be held liable for indirect, economic or consequential loss whatsoever.

Breach of any Terms and Conditions by our customers shall lead to termination of Services without warning and with no entitlement to a refund.

If we have continually contacted you after your website has been made live or if you are in breach of contract or have not paid your remaining balance we shall terminate Services without warning and with no entitlement to a refund.

All fees paid are non-refundable and once domain names have been registered they cannot be changed in their name or extension without the costs due in the registration of a new name with the appropriate registry costs.

## **Hosting**

We offer various hosting packages and include the initial first year free of charge with all new website sign ups.

If you the customer choose to seek hosting elsewhere we will not discount or refund you for your hosting.

Please note that if you wish to transfer your domain and hosting away from us a £12 administrative fee will become payable, in advance to the transfer taking place.

## **Username & Passwords**

We supply many customers with usernames and passwords and It is the Customer's responsibility to keep all user names and passwords secure and not allow third parties knowledge or access to them or to store them on any computer in plain text or in a format that is easily accessible. We advise all our customers to change their passwords after completion.

## **Leaving AB Marketing Services**

Domain transfer requests – provided that all details are correct, the customer has followed the correct procedure and all outstanding invoices & balances have been settled, if the event arises that the customer wishes to transfer their domain name to another Internet Service Provider, AB MARKETING SERVICES will assist in this FREE OF CHARGE.

## Websites

To keep us cost effective we quote on the basis of using a Wordpress theme template which we are able to style to suit individual client needs. Coding can also be added where possible to ensure a unique and individual end product. We are also able to offer totally bespoke packages but these will incur additional costs and you are advised to ask for a revised quotation.

## Renewals

A yearly renewal is payable 12 months after the purchase (not completion) of your product. **AB Marketing Services** hold the right to vary the rate charged for domain name registrations, hosting and renewals, we will notify you via email before any service charge amendments take place.

## Facebook / social media support

To provide Facebook services individual team members at AB Marketing Services may need to be added as an administrator on your Facebook page. If you wish to cancel, we ask for a polite 14 days notice and we will remove the team members from the page's administrative rights. We will not remove yourself, or anyone from your company, and will not remove the page or alter the page in any way.

## Payments

Website payments are made up of two halves, you will receive a pro-forma invoice after your mock has been accepted. Pro-forma invoice requires a deposit of 50% for works to commence. The balance is then due within 7 days of completion of the final product. If this is not adhered to, we reserve the right to remove your website from the live web.

If you have recurring monthly payments on any of our packages which are billed by way of invoice on a monthly basis, you have 7 days to settle the invoice. **AB MARKETING SERVICES** reserve the right to charge a nominal late payment fee if this is not adhered to.

Should the account still be in arrears after 4 weeks, **AB MARKETING SERVICES** will impose further late payment fees in accordance with the current government legislation.

If your payments are repeatedly late we hold the right to terminate your services without warning.

## Cancellation

You reserve the right to cancel at any time BEFORE deposit payment has been received. Services offered to you by **AB MARKETING SERVICES** are made live almost immediately after your confirmation and will therefore require full payment.

Mid-term hosting cancellation is at the discretion of **AB MARKETING SERVICES**.

### **Refunds**

Refunds are at the sole discretion of the management of **AB MARKETING SERVICES**.

Please contact: Adele Bovingdon on: 01621 776716.

### **Complaints**

We always aim to provide all of our customers with the highest level of services. We pride ourselves on being honest, hardworking and always aim for complete customer satisfaction by going above and beyond our requirements. However in the unlikely event you are not satisfied please contact us and we will respond to your complaint within 48 hours.

**We always welcome feedback and welcome any suggestions or comments.**