



COMPANY TERMS AND CONDITIONS

Plain-English commercial terms for business clients purchasing technology products, support, consultancy, websites, cloud services and related work from TIC.

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Our Promise

We've written these terms in plain English because contracts should be understood, not deciphered.

These terms are intended to protect both sides by explaining how TIC works, how instructions are accepted, what clients can expect from us, and what we need from clients in return.

The document is deliberately more complete than a short website summary, but it is not intended to bury clients in unnecessary wording. Where a specialist agreement applies, that agreement should be read alongside these general terms.

If anything in these terms is unclear, please ask before instructing work, accepting a quotation, paying an invoice or renewing a service. We'll be happy to explain how a provision applies.

Our Approach

At TIC, we believe technology should make running a business easier, not more complicated.

We aim to give practical advice, clear communication and sensible commercial protection. Some work is simple and informal; some work involves third-party suppliers, business-critical systems, security risks, data protection duties or custom products.

We expect to work collaboratively with clients. TIC will use reasonable care, skill and professional judgement, and clients must provide accurate information, suitable access, timely decisions and authority to proceed.

Agreement at a glance

Company	The Ideas Cupboard Limited
Trading name	TIC
Applies to	General commercial terms for TIC technology products and services
Customer type	Business customers only
Payment terms	Normally 7 working days unless otherwise agreed
Version	2.0

1. About These Terms



IN SUMMARY

These Terms explain the general conditions under which The Ideas Cupboard Limited, trading as TIC, supplies products and services to business Clients. They set out how agreements are formed, what TIC and the Client are responsible for, how charges and payments are handled, and what happens if work changes, is delayed, suspended, cancelled or disputed. The exact products and services supplied will normally be confirmed through a quotation, email, WhatsApp message, invoice, order confirmation, specification, service schedule or another written communication. These Terms should be read alongside those documents and any specialist agreement that applies.

1.1 About TIC

These Terms apply to products and services supplied by The Ideas Cupboard Limited, trading as TIC. References to TIC, we, us and our mean The Ideas Cupboard Limited, trading as TIC.

1.2 Business Clients Only

These Terms apply only where products or services are purchased wholly or mainly for business, commercial, charitable, professional or organisational purposes. They are not intended to govern purchases made by an individual acting wholly or mainly outside their trade, business, craft or profession. Where TIC agrees to supply a consumer, separate consumer terms and statutory rights may apply.

1.3 Meaning of Client

Client, you and your mean the business, organisation, sole trader, partnership or other commercial customer purchasing products or services from TIC. Where the context requires, this includes any director, employee, contractor or representative who is authorised, or reasonably appears authorised, to act on the Client's behalf.

1.4 Products and Services Covered

These Terms apply to TIC's general commercial relationship with the Client and may cover custom-built computers, hardware, repairs, upgrades, IT support, technical services, website design and development, hosting and maintenance, cloud services, Microsoft 365, consultancy, cybersecurity, compliance support, software, licences, subscriptions, third-party products and other related technology services. The precise scope, specification, price and timescale for each agreement will be confirmed separately. The inclusion of a service in this list does not mean that it is included in every agreement.

1.5 Meaning of Agreement

The Agreement may be made up of several records rather than a single signed contract. This is intentional, because many TIC services are instructed through practical business communications such as email threads, WhatsApp messages, support requests, invoices, renewal notices and short written confirmations.

Where the parties have worked together informally, the surrounding communications, the services requested, the price agreed or charged, and the conduct of both parties may be used to understand what was agreed.

The Agreement means the complete arrangement between TIC and the Client for the relevant products or services. It may include these Terms, a quotation, proposal, invoice, email, WhatsApp message, order confirmation, project specification, scope of work, service schedule, specialist agreement, data-processing agreement, written amendment or another communication forming part of the arrangement. The Agreement does not need to be contained within one document or signed formally unless TIC specifically requires this.

1.6 Informal Agreements

Informal does not mean uncertain or non-binding. If TIC accepts an instruction and begins work, supplies a product, renews a service, reserves supplier capacity or incurs a third-party cost in reliance on that instruction, the Client may be responsible for the resulting charges even if no formal document has been signed.

TIC does not always issue a formal quotation or contract before work begins. Products, services, pricing, instructions and approvals may be agreed through ordinary business communications. An Agreement may still be binding where the Client asks TIC to begin work, accepts a price, pays an invoice or deposit, asks TIC to order products, provides access or information, approves a specification, accepts delivery, or begins using or renewing a service.

1.7 Acceptance of These Terms

The Client will be treated as having accepted these Terms where it accepts a quotation or proposal, places an order that TIC accepts, pays an invoice or deposit, instructs TIC to begin work, asks TIC to purchase products or services, provides access so work can begin, accepts delivery, or begins, continues or renews a recurring service. A separately signed copy is not required unless TIC specifically asks for one.

1.8 Authority to Accept and Instruct

A person accepting an Agreement or issuing an instruction on behalf of the Client confirms that they have authority to place the order, approve expenditure, approve the relevant scope or specification, instruct TIC to proceed, accept these Terms and commit the Client. TIC may rely on instructions from a person who reasonably appears authorised. The Client must notify TIC promptly if that authority is withdrawn or restricted.

1.9 Specialist Agreements

Some products and services may be subject to additional or more specific terms, including the TIC Hosting & Maintenance Agreement, managed-support schedules, project-specific statements of work, data-processing agreements, cloud or software schedules, warranty documents and supplier terms. Where a specialist agreement conflicts with these Terms, it will take priority for the specific product or service it covers. These Terms continue to apply to matters not addressed by the specialist agreement.

1.10 Availability and Updates

The current version of these Terms will be made available through the TIC website or supplied on request. TIC may update them where reasonably necessary to reflect changes in law, technology, security requirements, industry practice, supplier arrangements or TIC's services. Updated Terms will normally apply to new agreements, orders, projects, renewals and future work. They will not normally alter completed work or a fixed commitment unless the Client agrees, the change is required by law or security, a supplier change makes the arrangement impossible, or another agreement permits the change.

1.11 Plain-English Summaries

Each section may begin with an In Summary explanation. The summary is provided for convenience and does not replace the detailed wording. Where there is a genuine inconsistency, the detailed wording takes priority.

1.12 Questions

The Client should contact TIC before accepting an order or asking work to begin if any part of these Terms is unclear. Proceeding without asking a question will not normally prevent these Terms from applying where they were reasonably made available.

2. How an Agreement Is Formed



IN SUMMARY

An Agreement begins when TIC accepts the Client's instruction to supply products or services. A formal signed contract is not always required. The Agreement may be formed through a quotation, email, WhatsApp message, invoice, payment, order confirmation, verbal instruction later confirmed in writing, or conduct showing that both parties intend to proceed.

2.1 Acceptance by TIC

An enquiry, estimate or preliminary discussion does not by itself oblige TIC to proceed. TIC accepts work when it confirms acceptance, begins work with the Client's knowledge, orders products or licences, reserves project time, activates a service, attends the Client's premises or otherwise acts consistently with acceptance.

2.2 Methods of Formation

An instruction may be accepted expressly or by conduct. Examples include TIC ordering parts, reserving supplier services, starting technical investigation, provisioning a subscription, creating a project record, issuing an invoice or confirming a support appointment.

Where a Client asks TIC to proceed urgently or informally, the Client remains responsible for ensuring that the person giving the instruction is authorised and that the instruction is accurate.

An Agreement may be formed when the Client accepts a quotation, places an order that TIC accepts, pays an invoice or deposit, instructs TIC to begin, supplies equipment or access, approves a specification or design, accepts delivery, uses a supplied product or service, or renews a recurring service.

2.3 Verbal Instructions

A verbal instruction may form part of the Agreement where TIC accepts and acts upon it. TIC may confirm a material verbal instruction through email, WhatsApp, an invoice, order confirmation or project note. The Client should correct any inaccuracy promptly. Where TIC proceeds in reasonable reliance on the written summary, it may be treated as an accurate record.

2.4 TIC's Right to Decline

TIC may decline or postpone work where requirements are unclear, the work falls outside TIC's services or capacity, the timescale is not achievable, the work creates unreasonable technical, legal, security or commercial risk, required access or payment has not been provided, invoices are overdue, supplier restrictions prevent the work, or the Client requests unlawful, unsafe or unethical activity.

2.5 Quotations and Estimates

A quotation or proposal is based on the information available at the time and does not oblige TIC to proceed until accepted and any stated conditions are met. An estimate is a reasonable expectation of likely cost, not a fixed price or guaranteed maximum. TIC may revise preliminary information where requirements, supplier pricing, availability, compatibility or assumptions change.

2.6 Invoices and Purchase Orders

A purchase order is an administrative control and does not override these Terms unless TIC expressly agrees that it does. If the Client requires a purchase order, the Client must provide it promptly and must not use internal purchasing delay as a reason to withhold payment for authorised work.

An invoice or pro forma invoice may confirm the products, services, charging basis, deposit, payment terms or billing period. Payment may amount to acceptance. A Client purchase order is primarily an administrative instruction. Terms printed on or incorporated into the Client's purchase order do not apply unless TIC expressly accepts them in writing.

2.7 Authorised Instructions

TIC may rely on an instruction or approval from a person who reasonably appears authorised, including a director, owner, manager, employee, project contact, IT contact, finance contact or contractor acting for the Client. The Client is responsible for controlling who may place orders, approve expenditure, approve changes, grant access and accept completed work.

2.8 Conditions Before Work Begins

TIC may make commencement conditional on payment, approval of a specification, provision of access, equipment, content or data, completion of identity or authority checks, acceptance of a specialist agreement, purchase of required licences, or resolution of overdue invoices.

2.9 Recurring Services

A recurring service Agreement may be formed when the Client accepts the service, pays the first invoice, TIC activates it, the Client begins using it, or an existing service renews. Recurring services may also be governed by a specialist agreement, service schedule, invoice or supplier terms.

2.10 Errors and Misunderstandings

Both parties should raise apparent errors promptly. If a written confirmation, invoice or specification does not reflect what the Client believes was agreed, the Client should notify TIC before products are ordered or substantial work proceeds. Costs reasonably incurred in reliance on an approval or instruction may remain payable.

3. Contract Documents and Priority



IN SUMMARY

The Agreement may consist of several documents, messages and records rather than one formal contract. Where two terms genuinely conflict, the more specific and more recently agreed term will normally take priority for the product or service it addresses.

3.1 Documents Forming the Agreement

The Agreement may include these Terms, quotations, proposals, emails, WhatsApp messages, text messages, invoices, order confirmations, project specifications, scopes of work, service schedules, specialist agreements, data-processing agreements, warranty documents and written amendments.

3.2 Order of Priority

A specific service schedule, quotation, proposal, project specification or written variation normally takes priority over these general Terms for the particular service it covers. These general Terms continue to apply to matters not dealt with in the more specific document.

Later communications take priority only where they clearly vary the earlier position. Routine discussion, troubleshooting comments or practical support messages should not be treated as a full variation of the Agreement unless that is clear from the context.

Where terms cannot reasonably be read together, they will normally take priority in this order: a client-specific amendment expressly agreed by TIC; the most recent written confirmation of the relevant scope, specification, price or change; a specialist agreement; a project specification or service schedule; these Company Terms; and any supporting policy expressly incorporated into the Agreement.

3.3 Specific Over General

A specific term dealing directly with a particular product, project or service will normally take priority over a general term. A confirmed computer specification takes priority over a general description, an agreed project price takes priority over TIC's standard rate for work covered by that price, and the Hosting & Maintenance Agreement takes priority for matters it specifically addresses.

3.4 Later Communications

A later communication replaces only the matter it clearly addresses. It does not automatically cancel every earlier term. Approved changes to scope, specification, price, delivery, support or cancellation may therefore amend the original Agreement without requiring a complete replacement document.

3.5 Client Policies

Client procurement terms, portal terms, security policies, supplier codes or similar documents do not become binding on TIC merely because they are sent to TIC, uploaded to a system or referenced on a purchase order. TIC must expressly accept any such terms in writing.

TIC will make reasonable efforts to comply with relevant Client policies made available before the work is agreed. A Client policy does not automatically amend the Agreement or impose additional liability unless TIC expressly accepts that change in writing. Additional work, cost or risk created by the policy may require revised pricing or scope.

3.6 Supplier Terms

Third-party products and services may be subject to manufacturer, software publisher, cloud provider or supplier terms. Those terms may apply directly to the Client's use of the relevant product or service. They do not replace TIC's own obligations, but TIC cannot grant rights that conflict with or exceed the supplier's rights.

3.7 Conflicting Instructions

Where TIC receives conflicting instructions from different Client representatives, it may pause work, request clarification, ask the Client to nominate a decision-maker, follow the most senior or clearly authorised contact, or take reasonable protective action where security or safety is involved. Delay and additional work caused by conflicting instructions may be chargeable.

3.8 Electronic Records

Electronic records, including emails, messages, support tickets, invoices, payment records, approvals, account logs and delivery confirmations, may be used as evidence of what was requested, agreed, approved, supplied or changed.

4. Quotations, Estimates and Scope



IN SUMMARY

TIC will explain what it expects to supply, how work will be charged and any important assumptions before work begins wherever reasonably practicable. Pricing is based on the information available at the time. If requirements change or previously unknown issues are discovered, TIC may revise the scope, price or expected timescale.

4.1 Pricing Methods

Work may be supplied at a fixed price, an estimated price, an hourly or day rate, a cost range, or a combination of these. The wording and context of the relevant communication determine which charging basis applies.

4.2 Fixed Prices

A fixed price applies only to the agreed scope. It does not normally include Client-requested changes, additional services, incomplete or inaccurate information, hidden defects, undocumented custom code, unexpected compatibility issues, supplier increases, additional site visits, urgent work or work required because an assumption proves incorrect.

4.3 Estimates and Cost Ranges

An estimate is not a fixed price. It is TIC's reasonable assessment based on the information available at the time. Estimates may change where requirements develop, third-party prices change, unknown faults are discovered, access is delayed or the Client's assumptions prove inaccurate.

An estimate is not a guaranteed maximum. The final charge may vary because of actual time required, faults discovered, incomplete access, third-party costs, replacement parts, delivery, travel or work reasonably necessary to complete the task safely. Where TIC expects materially to exceed an estimate or the upper end of a range, it will seek approval before substantial additional work wherever practicable.

4.4 Time-Based Work

Where work is charged by time, the Client agrees to pay for time reasonably spent on investigation, diagnosis, planning, configuration, installation, repair, testing, documentation, meetings, supplier liaison, research required for the Client's work, travel, project administration, migration, restoration and correction of Client or third-party changes. Unless otherwise agreed, standard technical work is charged at £60 per hour and approved emergency or out-of-hours work at £120 per hour.

4.5 Diagnostic Work

Diagnosis is a professional service and may be chargeable even where no fault is found, a fault cannot be reproduced, the Client does not proceed with repair, the issue is outside TIC's control or another provider must complete the repair. Where a valid TIC workmanship fault is confirmed, the applicable warranty provisions apply.

4.6 Scope and Incidental Work

Minor incidental work that is reasonably necessary to complete the agreed task may be included where TIC considers it proportionate. Work that materially changes the nature, complexity, risk, deliverables or time required will be treated as additional work unless TIC agrees otherwise.

The scope is established by the communications and records forming the Agreement. Anything not expressly included or reasonably necessary to deliver the agreed outcome may be treated as additional work. Routine testing, minor configuration and ordinary administration reasonably expected within the service will not normally be treated as separate changes, but substantial, unexpected or unrelated work may be charged.

4.7 Assumptions and Dependencies

TIC may rely on reasonable assumptions, including that Client information is accurate, systems are as described, access and licences are valid, content and approvals will be provided on time, no undisclosed serious fault or security incident exists, and work can be completed during normal hours. Where an assumption proves incorrect, TIC may revise the scope, price, recommendation or timescale.

4.8 Third-Party Costs

Third-party charges may include licences, subscriptions, domains, hosting, hardware, components, courier costs, payment-processing fees, professional services and supplier support. TIC may require these costs to be paid in advance before they are ordered or renewed.

The Client is responsible for approved third-party costs, including hardware, software, cloud services, domains, hosting, themes, plugins, stock media, delivery and specialist contractors. These costs may be included, shown separately, invoiced in advance, passed through at cost, subject to a management charge, or paid directly by the Client.

4.9 Substitutions

Where a specified product becomes unavailable, TIC may recommend a substitute. TIC will seek approval before a substitution that materially changes price, performance, appearance, compatibility, warranty or delivery. An equivalent or higher-quality substitution may be made without separate approval where it does not increase the agreed price or materially reduce the agreed outcome.

4.10 Travel and Expenses

On-site work may include travel time, mileage, parking, tolls, accommodation, site access charges, delivery and collection. Significant unexpected expenses will be explained before they are incurred wherever practicable.

4.11 Pricing Validity and Errors

Pricing remains subject to any stated validity period, product availability, supplier pricing and TIC's capacity until TIC accepts the order. An obvious typing, calculation or administrative error may be corrected where it should reasonably have been recognised. TIC will not use this provision merely because an agreed price later proves less profitable.

4.12 VAT

TIC is not currently registered for VAT. If TIC becomes required to charge VAT or another tax, it will be added at the rate required by law. Reasonable notice will be provided where an existing recurring service is affected.

5. Client Responsibilities



IN SUMMARY

Successful delivery depends on the Client providing accurate information, suitable access, timely decisions and reasonable cooperation. The Client is responsible for ensuring that its instructions are authorised, content and data can lawfully be used, systems are suitably protected and important information is backed up.

5.1 Accurate Information

The Client must tell TIC about any unusual, business-critical, regulated, legacy, security-sensitive or time-critical requirement before TIC prices or begins work. TIC is entitled to rely on the information the Client provides unless it is obviously incomplete or incorrect.

The Client must provide accurate, complete and reasonably current information about its business, requirements, systems, users, software, hardware, deadlines, restrictions, previous faults and compliance needs. TIC may revise its recommendation, scope, price or timescale where information is incomplete, inaccurate or changes.

5.2 Disclosure of Important Requirements

The Client must disclose specialist, regulated, unusual or business-critical requirements before TIC accepts the work, including compatibility, accessibility, recovery objectives, operating hours, retention, data residency, security standards and immovable deadlines. TIC is not responsible for failing to meet an undisclosed requirement that it could not reasonably identify.

5.3 Authority and Conflicting Instructions

The Client must control who may place orders, approve expenditure, grant access, approve designs, accept work and request cancellation. It must notify TIC promptly when authority changes. TIC may pause work where instructions conflict and may charge for work repeated because decisions are reversed.

5.4 Access

Access must be lawful, authorised and sufficient for the work requested. This may include physical access, remote access, administrator access, account ownership records, supplier portals, DNS records, hosting panels, cloud tenants, payment accounts, licences and relevant documentation.

The Client must provide suitable and timely access to devices, systems, accounts, websites, hosting, domains, Microsoft 365, cloud services, networks, premises, equipment, documentation and supplier portals where reasonably required. Delay, repeat attendance or additional investigation caused by incomplete or restricted access may be chargeable.

5.5 Authority to Provide Access

The Client confirms that it has the legal and contractual authority to grant the access it provides. It must not instruct TIC to access an account, device or data that it does not control or is not authorised to view. TIC may request written authority or identity verification before sensitive access.

5.6 Credentials and Administrator Access

The Client remains responsible for deciding who should hold privileged access within its organisation. TIC may recommend access controls, multi-factor authentication and administrator restrictions, but TIC is not responsible for losses caused by unauthorised internal access, weak passwords, shared credentials or the Client declining security advice.

The Client is responsible for protecting usernames, passwords, recovery codes, authentication devices and encryption keys. Administrator access should be limited, protected by strong authentication, reviewed regularly and removed following role changes. The Client must retain suitable recovery access.

5.7 Client Content and Materials

The Client is responsible for all content, data, software, equipment and materials it supplies. It confirms that it has the rights and permissions required and that materials are accurate, lawful, current, properly licensed, suitable and free from malicious content. TIC may refuse material that creates legal, security or reputational risk.

5.8 Backups

Unless a written agreement expressly states that TIC is providing a managed backup service for the relevant system or data, the Client remains responsible for maintaining suitable backups and recovery arrangements. The Client should not assume that a cloud platform, device, website, email account or third-party service includes adequate backup by default.

Unless backup services are expressly included, the Client is responsible for maintaining current, complete, accessible and protected backups before repairs, upgrades, migration, website work, configuration, recovery or other technical work. The Client must identify what information must be retained.

5.9 Existing Systems and Environment

The Client must disclose known faults, previous repairs, malware, failing storage, unsupported software, unusual configuration or access problems. It must provide suitable power, ventilation, temperature, physical security, internet access, safe cabling and working conditions. TIC is not responsible for damage caused by unsuitable conditions outside its control.

5.10 Approvals and Delays

The Client must review requests, recommendations, designs, specifications and completed work within a reasonable time. Delayed approval or access may cause TIC to pause work, release reserved time, revise the price, invoice completed work or provide a revised schedule. TIC is not responsible for a missed deadline caused by Client delay.

5.11 Testing and Review

The Client should inspect supplied products and test completed digital or technical work promptly in its real business environment. It should verify content, forms, links, permissions, user access, migrated data, devices, workflows and specialist applications, and report apparent errors promptly.

5.12 Changes by Others

TIC is not responsible for faults, delays, security issues, data loss or incompatibility caused by work carried out by the Client, its staff, another supplier, a software update, a platform change or an unauthorised person. TIC may charge for investigation and remedial work in those circumstances.

TIC is not responsible for problems caused by changes made by the Client, its users, another IT provider, developer, supplier, contractor or unauthorised person. Investigation and correction may be chargeable.

5.13 Following Advice and Lawful Use

The Client should consider reasonable advice concerning security, backups, unsupported systems, updates, hardware replacement and access control. It must use products and services lawfully and comply with software licences and supplier terms. TIC may refuse or suspend unlawful, unsafe or harmful use.

5.14 Compliance and Insurance

Unless TIC expressly agrees to provide a specific compliance service, the Client remains responsible for legal, regulatory and industry obligations. The Client should maintain insurance appropriate to its equipment, cyber, data-recovery and business-continuity risks.

6. Charges, Invoicing and Payment



IN SUMMARY

Invoices are normally payable within 7 working days unless another arrangement has been agreed. Products, projects and services may require a deposit, full advance payment or staged payments. Where an invoice becomes overdue, TIC may pause work, withhold unpaid products or deliverables, suspend affected services and recover interest and costs available under the Agreement or law.

6.1 Payment Terms

Unless another payment term is agreed in writing, invoices are payable within 7 working days from the invoice date. TIC may set different payment terms for deposits, hardware, third-party costs, urgent work, recurring services or clients with overdue balances.

Unless otherwise agreed in writing, invoices are payable within 7 working days of the invoice date. Payment is received when cleared funds are available to TIC. The Client is responsible for using the correct reference, paying any transfer charges and maintaining accurate billing contacts.

6.2 Invoices and Deposits

TIC may invoice before products are ordered, before work is scheduled, at project stages, when products are ready, after time-based work, before recurring service periods, at renewal, when additional work is approved, or when a project is paused or cancelled. TIC may require a deposit before ordering, manufacture, project work, service activation or significant supplier commitments.

6.3 Refundability of Deposits

Deposits and advance payments may be non-refundable where TIC has reserved time, declined other work, ordered products, activated licences, incurred supplier charges, started preparation or otherwise committed resources in reliance on the Client's instruction.

A deposit may become non-refundable once TIC has ordered products, committed to a supplier, purchased a licence, reserved time that cannot reasonably be reassigned, begun planning, design, development, manufacture or configuration, or incurred another reasonable cost. Any refundable balance will be calculated after proper deductions.

6.4 Advance and Staged Payments

TIC may require full payment in advance for special-order or high-value equipment, licences, subscriptions, domains, urgent work, new Clients or where previous payment has been late. Longer projects may use staged payments. TIC may pause work and revise the timetable where a stage is not paid on time.

6.5 Recurring Charges

Recurring services may be invoiced monthly, quarterly, annually or at another agreed interval, in advance or in arrears. Charges may change at renewal because of supplier prices, licences, usage, storage, users, service changes, inflation, support requirements, TIC rates or tax. Reasonable notice of a material increase will be provided where practicable.

6.6 Time Charges and Expenses

Time-based work is charged on the basis set out in the Quotations, Estimates and Scope section. Reasonable expenses may include travel, mileage, parking, accommodation, courier charges, packaging, specialist equipment and site access charges. Third-party costs may be invoiced in advance or after they are incurred.

6.7 Invoice Queries

The Client should raise invoice queries promptly and identify the item disputed, the reason and any supporting evidence. Where part of an invoice is disputed, the undisputed amount remains payable by the due date. A dispute does not automatically suspend unrelated invoices, recurring charges or supplier commitments.

6.8 No Set-Off

The Client may not deduct, withhold or set off an amount against an invoice unless TIC agrees in writing, a court determines the amount, or the Client has a right that cannot lawfully be excluded.

6.9 Overdue Payments

Where payment is overdue, TIC may pause work, withhold deliverables, suspend affected services, decline further support, remove credit terms, require payment in advance, recover reasonable collection costs and exercise any statutory rights to interest and compensation.

Where an invoice is overdue, TIC may send reminders, pause work, reschedule appointments, withhold unpaid products or deliverables, refuse further purchases, suspend affected services, require advance payment, withdraw credit, instruct debt recovery, commence legal proceedings or terminate the affected Agreement.

6.10 Interest and Recovery Costs

Where applicable, TIC may claim statutory interest, fixed compensation and reasonable recovery costs available under late-payment legislation for qualifying business debts. A decision not to charge these on one occasion does not waive the right to do so later.

6.11 Suspension and Continuing Charges

Suspension does not automatically cancel the Agreement or remove charges that continue to be incurred, including supplier charges, hosting, licences, reserved support capacity, minimum commitments, notice periods and reactivation work.

Suspension for non-payment does not automatically stop hosting, licences, subscriptions, storage, backups, domains, monitoring, supplier commitments or other ongoing costs. TIC may require cleared payment, recovery costs and revised payment arrangements before restoration. The original project slot or appointment may no longer be available.

6.12 Credit and Payment Plans

Any credit facility is discretionary and may be reduced or withdrawn. TIC may agree a written payment plan but is not required to do so. A missed instalment may make the full balance due and may result in suspension.

6.13 Refunds

Where a refund is due, TIC may deduct proper amounts for completed work, supplied products, non-refundable third-party costs, restocking, delivery, collection, damage, missing items, reduced resale value and outstanding invoices. Refunds will normally be made to the original method, by bank transfer or as an agreed account credit.

7. Changes and Additional Work



IN SUMMARY

Projects, systems and business requirements sometimes change after work begins. TIC will try to accommodate reasonable changes, but additional work may affect price, scope, specification or completion date. Significant chargeable changes will normally be explained and approved before work proceeds.

7.1 Requesting Changes

A change may be requested by email, WhatsApp, text, telephone later confirmed in writing, revised specification, purchase order, project platform or support request. The Client should explain what is changing, why, any deadline or budget limit, and whether existing work should stop.

7.2 Assessing Impact

TIC may assess the effect on price, scope, specification, technical feasibility, security, compatibility, delivery, existing work, licences, third-party costs, resources and future support. Investigation required to assess a change may itself be chargeable where outside the original scope.

7.3 Approval

Additional work may be approved by email, message, revised quotation, invoice, deposit, project-platform approval or another clear instruction. The absence of a formal revised quotation does not mean that additional work is included without charge.

7.4 Minor and Material Changes

Minor changes may be approved informally where the commercial impact is small. Material changes should normally be confirmed in writing, especially where they affect price, timing, risk, specification, supplier commitments, security, legal compliance or ownership of deliverables.

Minor changes may be completed at the applicable rate without a complete revised quotation where the cost is clear, time-based charging has been approved, the task is incidental or delay would create unnecessary disruption. Material changes may require a revised quotation, estimate, invoice, specification, deposit or separate Agreement.

7.5 Scope Creep

A request may be additional work even if it is related to the original project. Examples include extra pages, revised designs, repeated content changes, additional integrations, extra devices, new users, migration of further data, remedial work on third-party systems or investigation of issues outside the agreed scope.

A series of small requests may collectively amount to a material change. TIC may review the cumulative effect and propose revised pricing, a new estimate, a separate project, a changed timetable or a different service arrangement.

7.6 Required Changes

TIC may recommend or require a change where the original approach is no longer technically suitable, secure, lawful, available or capable of producing reliable work. Where a change is required for safety, security, legality or stability, TIC may be unable to continue without it.

7.7 Products, Software and Suppliers

Unavailable components may be replaced with approved equivalents. Software publishers and providers may change prices, licences, features, user limits, compatibility or account structures. Resulting migration, reconfiguration, replacement or additional licences may be chargeable.

7.8 Hidden Problems and Third-Party Changes

Technology work may reveal hidden faults, unsupported software, undocumented configuration, security weaknesses, missing licences, poor cabling, corrupted data, outdated plugins, supplier restrictions or other issues that were not reasonably apparent when the work was priced. TIC may revise the scope, price or timescale where those issues affect delivery.

Additional work may be required because of failing hardware, corrupted data, undocumented code, unsupported software, missing credentials, malware, historic configuration errors, previous work by another supplier or changes made by software publishers, cloud providers, manufacturers, registries, regulators or other providers.

7.9 Rework

Where the Client changes approved work or provides incorrect information, TIC may charge for work already completed, reversal, redesign, redevelopment, replacement products, supplier charges, additional testing, repeat migration, attendance, documentation and rescheduling.

7.10 Emergency Protective Work

TIC may carry out limited work without prior approval where reasonably necessary to prevent data loss, further damage, a security incident, harm to shared infrastructure, unsafe equipment or significantly greater cost. The action must be reasonable and proportionate and will be explained as soon as practicable.

7.11 Effect on Time and Price

A change may revise delivery, launch or completion dates, deposits, staged payments, recurring charges and supplier prepayments. Previously completed work and committed third-party costs remain payable.

7.12 Removal or Refusal

Removing work from scope does not automatically reduce the price by the full amount originally allocated because work, products, licences and reserved time may already have been committed. TIC may refuse a change that creates unreasonable technical, legal, security or liability risk or falls outside its expertise.

8. Manufactured Computers and Hardware



IN SUMMARY

TIC designs, manufactures, configures, upgrades and supplies computers and related hardware for business use. Custom-built systems are prepared around the Client's stated requirements, intended use and budget. Components may become unavailable or be replaced by equivalent alternatives, subject to the safeguards below.

8.1 Scope and Intended Use

The order may include custom-built desktops, workstations, servers, replacement computers, components, storage, monitors, peripherals, printers, networking or backup equipment. The Client must explain intended use, specialist software, performance, display, networking, physical, acoustic, security, resilience and upgrade requirements.

8.2 Specialist Requirements

The Client must disclose requirements such as specific software versions, hardware interfaces, certified compatibility, benchmark targets, redundancy, legacy equipment, encryption, continuous operation, regulatory standards or fixed deadlines. Additional investigation or testing may be chargeable.

8.3 Specification and Approval

TIC will use reasonable care and professional judgement when recommending a system. The Client should review processor, memory, storage, graphics, operating system, networking, ports, displays, software, accessories, size, appearance, warranty, delivery and price. Approval may be given through written communication, payment or another clear instruction.

8.4 Client-Specified or Supplied Components

Where the Client asks TIC to use a particular component, device, software product, peripheral or supplier, TIC is not responsible for suitability, compatibility, availability or warranty limitations unless TIC has expressly advised on and accepted responsibility for that item.

Where the Client requests a specific product against TIC's advice, TIC is not responsible for limitations arising solely from that choice. Where TIC agrees to install a Client-supplied component, the Client is responsible for ownership, suitability and compatibility. TIC does not provide a product warranty for that component and installation or diagnosis remains chargeable if it is faulty.

8.5 New, Used and Refurbished Products

TIC-built systems will normally use new components unless otherwise agreed. Where a used, refurbished, reconditioned or recertified product is proposed, TIC will identify this before acceptance and explain any different warranty.

8.6 Availability and Substitution

Components are subject to availability, delay, discontinuation and supplier pricing. TIC may propose an equivalent or higher-specification component, different manufacturer, revised configuration or delivery date. Approval will be sought before a material change to price, performance, appearance, dimensions, compatibility, warranty or intended use.

8.7 Assembly and Configuration

TIC will assemble computers with reasonable care and skill. Work may include component installation, internal cabling, firmware, cooling, operating system, drivers, agreed software, updates and testing. Software and operating systems remain subject to publisher licences and support policies.

8.8 Legacy Software and Migration

Existing or specialist software may not work correctly on new hardware because of operating-system changes, architecture, drivers, licensing, obsolete media, missing keys or discontinued services. Unless compatibility testing is expressly included, TIC does not guarantee compatibility. Data migration does not guarantee that every file, setting, application or historic item can be transferred.

8.9 Performance, Noise and Appearance

Performance depends on software, workload, data, network, cloud services, updates, thermal conditions and configuration. Unless measurable criteria are agreed, TIC does not guarantee a particular benchmark, processing time, frame rate, noise level, temperature or exact cosmetic colour. Minor manufacturer or cosmetic variations that do not materially affect the agreed result are not defects.

8.10 Testing

Testing is carried out to a reasonable standard for the agreed purpose and available information. It does not guarantee that every future fault, compatibility issue, performance limitation, software conflict or user-specific problem will be discovered before delivery.

TIC will carry out reasonable assembly and functional testing, which may include startup, recognised memory and storage, processor and graphics operation, temperatures, stability, drivers, activation, network operation, ports and visual inspection. Testing cannot guarantee that every intermittent or future fault will be identified. Extended burn-in, benchmarking or application-specific testing is included only where agreed.

8.11 Security and Accounts

Initial security configuration may include updates, antivirus, firewall, encryption, password requirements, multi-factor authentication and removal of unnecessary software where agreed. Ongoing security management is not included unless expressly agreed. The Client must confirm account names, roles and administrator permissions and should change temporary credentials.

8.12 Installation and Environment

Ordinary installation may include positioning, connections, basic configuration and testing. It does not automatically include electrical work, structured cabling, building work, furniture changes, specialist mounting, data recovery, extensive training or unrelated equipment. The Client must provide suitable power, ventilation, temperature, protection from liquid and dust, physical security and networking.

8.13 Maintenance and Upgrades

The Client is responsible for updates, backups, dust control, ventilation, storage monitoring, security renewals and replacement of worn parts unless an ongoing service is agreed. A statement that a system is upgradeable does not guarantee compatibility with every future component.

8.14 Custom Orders and Cancellation

Custom-built, opened, configured or specially ordered products may not be returnable. Once TIC has ordered components, opened products, begun assembly, configured software, purchased licences or reserved manufacturing time, the Client remains responsible for reasonable committed costs.

8.15 Repairs and Pre-Existing Faults

Repair or upgrade work does not create a warranty for unrelated parts. TIC is not responsible for faults, wear, damage or vulnerabilities that existed before its work began. Additional faults may require a revised estimate or recommendation for replacement.

8.16 Warranty

Warranty protection does not cover normal wear, accidental damage, environmental damage, misuse, unauthorised modification, malware, data loss, software faults, third-party updates, consumables, cosmetic wear or issues caused by use outside the agreed specification.

TIC's Lifetime Workmanship Warranty covers original TIC assembly and workmanship as described in the Service Standards, Warranties, Repairs and Returns section. Third-party components remain subject to their manufacturer or supplier warranties.

9. Delivery, Collection, Risk and Ownership



IN SUMMARY

TIC will agree how products are delivered, collected, installed or made available. Dates are estimates unless expressly guaranteed. The Client should inspect products promptly. Risk normally passes when products are delivered, collected, installed or otherwise placed under the Client's control. Ownership normally transfers only after full cleared payment.

9.1 Delivery Methods and Dates

Products may be delivered by TIC, courier or supplier, collected, installed, supplied digitally or delivered in instalments. Delivery, installation, migration and completion dates are estimates unless expressly confirmed as guaranteed. Delays may arise from availability, supplier or courier issues, testing, migration, access, Client changes, weather, illness, security incidents or events outside TIC's control.

9.2 Client Deadlines

The Client must disclose fixed, regulatory, contractual or business-critical deadlines before TIC accepts the work. TIC is not responsible for an undisclosed deadline or for commitments the Client makes to another party based solely on an estimated date.

9.3 Charges and Access

Delivery, collection, installation, migration and handover charges may be included, shown separately or charged at the applicable rate. Failed delivery, changed address, restricted access, timed or urgent delivery, storage, waiting time, parking and redelivery may create additional charges. The Client must provide a correct address, safe access and an authorised recipient.

9.4 Courier and Supplier Delivery

Where TIC arranges a courier, TIC cannot control routing, delivery time, depot procedures, delays or claim processes. Where a supplier delivers directly, products may arrive separately and TIC may not inspect them before delivery. The Client should retain packaging and report problems promptly.

9.5 Inspection and Reporting

The Client should inspect products and report visible damage, missing items, incorrect specification or delivery problems promptly. Delay may make it harder for TIC to investigate supplier, courier or warranty issues.

The Client should inspect products for visible damage, packaging damage, shortages, incorrect quantities, incorrect products, specification differences and missing accessories. Visible transit damage or shortage should be reported promptly and, where possible, within 2 working days, with photographs, packaging, labels, serial numbers and delivery information.

9.6 Collection and Installation

Where the Client collects, delivery is complete when the product is handed to the Client, its representative or its chosen courier. Where TIC installs, completion normally occurs when agreed positioning, connections, configuration and reasonable basic testing are complete. Minor outstanding tasks that do not materially prevent use do not necessarily delay completion.

9.7 Digital Delivery and Migration

Digital delivery may occur by email, secure transfer, cloud platform, account activation or administrative handover. It is normally complete when files are sent, access is provided or the Client is notified that the item is available. Migration may depend on data volume, providers, DNS, permissions, internet speed and third-party approval. The Client should review migrated files, mailboxes, users, permissions, forms, DNS and functionality promptly.

9.8 Risk

Risk of loss or damage normally passes when the product is delivered to the agreed address, collected, handed to the Client's representative or chosen courier, installed and left at the Client's premises, made available for collection after notice, or otherwise placed under the Client's control. Where TIC arranges delivery, TIC normally remains responsible for physical loss or damage until delivery, subject to prompt reporting and cooperation with any claim.

9.9 Ownership and Retention of Title

Ownership of products supplied by TIC does not transfer until TIC has received full cleared payment for the relevant products and any associated charges. Until ownership transfers, the Client must keep the products safe, identifiable and insured where appropriate.

Ownership of physical products does not transfer until TIC has received full cleared payment for the relevant products and related charges. Until then, the Client must keep them identifiable and protected, must not dispose of or create security over them, and must notify TIC of any third-party claim. TIC may request return of unpaid products and recover them with consent or lawful authority.

9.10 Recovery and Client Data

Reasonable collection, transport, storage, removal, technical, legal and resale costs may be charged when recovering unpaid products. TIC will take reasonable care with Client data on recovered equipment but is not required to provide indefinite free storage or access. Data export, removal or secure erasure may be chargeable.

9.11 Uncollected Equipment

TIC may charge reasonable storage where products or Client-owned equipment remain uncollected after notice. Where equipment remains uncollected despite reasonable contact and notice, TIC may take further action permitted by law, including disposal or sale, after accounting for data security and applying proceeds against charges.

9.12 Damage After Risk Passes

TIC is not responsible for damage after risk passes where caused by mishandling, incorrect installation by another person, unsuitable storage, liquid, impact, power problems, poor ventilation, unauthorised modification or Client-arranged transport. This does not affect responsibility for a defect that existed at delivery.

10. Service Standards, Warranties, Repairs and



IN SUMMARY

TIC will provide services with reasonable care, skill and professional judgement. Products may be covered by manufacturer or supplier warranties. Custom-built computers include the Lifetime TIC Workmanship Warranty for faults caused directly by TIC's original assembly or workmanship. TIC must be given a reasonable opportunity to inspect and remedy an alleged fault.

Returns

10.1 Reasonable Care and Skill

TIC will take reasonable steps to ensure products and services materially match the agreed description and specification, are prepared or performed with reasonable care and skill, and are suitable for a purpose expressly disclosed and accepted. A different provider preferring another reasonable method does not itself mean TIC's work was defective.

10.2 No Guarantee of Every Outcome

Technology services are affected by existing systems, user behaviour, third-party platforms, supplier decisions, security threats, internet connectivity, software changes and the condition of equipment. TIC will use reasonable care and skill, but does not guarantee that every fault can be fixed or that every desired outcome will be achieved.

Unless expressly agreed, TIC does not guarantee that every fault can be identified or repaired, data can always be recovered, software or third-party services will remain compatible or available, every intermittent issue will appear during testing, every security incident can be prevented, or a supplier will accept a warranty claim.

10.3 Reporting and Mitigation

The Client should report faults promptly with symptoms, error messages, screenshots, photographs, recent changes, third-party involvement and business impact. It should stop using unsafe equipment, isolate compromised devices, preserve logs and evidence, avoid unnecessary changes and follow reasonable instructions where continued use may worsen the issue.

10.4 Opportunity to Investigate

The Client must give TIC a reasonable opportunity to inspect, reproduce, investigate and remedy an alleged fault before arranging replacement work elsewhere or claiming that TIC has failed to perform. TIC is not responsible for additional cost caused by the Client preventing reasonable investigation or remedy.

The Client must give TIC a reasonable opportunity to inspect and investigate before arranging third-party repair, replacing components, rebuilding a system, rejecting a product, withholding payment or demanding reimbursement. TIC is not normally responsible for third-party costs it did not approve unless the Client could not reasonably wait.

10.5 Diagnostics

Diagnosis may be chargeable where no fault is found, the fault cannot be reproduced, the issue is outside warranty, caused by another party, relates to software or data, is unrelated to TIC's work, or the Client declines repair. Remote diagnosis may be followed by return or on-site inspection. Where a valid TIC workmanship fault is confirmed, reasonable diagnostic labour directly relating to that fault will normally be waived or credited.

10.6 Manufacturer and Supplier Warranties

Third-party products remain subject to manufacturer or supplier warranty terms. The provider may control registration, proof, return, repair, replacement, refurbished substitutes, shipping, labour, claim deadlines and turnaround. TIC may assist, but cannot guarantee the decision or timescale. Labour, administration, removal, reinstallation and transport may be chargeable unless covered separately.

10.7 Lifetime TIC Workmanship Warranty

Custom-built computers manufactured by TIC include a Lifetime TIC Workmanship Warranty for as long as the original purchasing Client owns and uses the system. It covers defects caused directly by TIC's original assembly, including incorrectly fitted components, insecure internal connections, defective TIC cable routing, assembly-related cooling problems and other installation errors attributable to TIC. TIC will provide reasonable workshop labour to correct a confirmed workmanship fault without charge.

10.8 Meaning and Transfer

Lifetime refers to the period during which the original purchasing Client owns and uses the system, TIC can inspect it, later alterations do not prevent fair assessment, and the claim relates to TIC's original workmanship. It is not a lifetime warranty for components or software and is not transferable unless TIC expressly agrees.

10.9 Workmanship Warranty Exclusions

The warranty does not cover normal wear, third-party component failure, accidental or liquid damage, fire, flood, surge, unstable power, excessive heat, poor ventilation, dust, corrosion, pests, misuse, neglect, use outside specification, unauthorised overclocking, malware, ransomware, software or operating-system faults, driver issues, future incompatibility, third-party repairs or upgrades, Client-installed components, transport after risk passes, theft, data loss or failure to maintain backups.

10.10 Inspection and Remedy

TIC may require return of the complete system, remote access, photographs, service history, details of modifications, proof of purchase and operating-environment information. TIC may correct the assembly, reseal a component, replace a cable or fitting, rebuild the affected part or provide another technically suitable remedy. It is not required to replace the entire computer where a limited repair resolves the fault.

10.11 Costs Outside the Warranty

The workmanship warranty does not automatically include on-site attendance, travel, collection, courier costs, data recovery, business interruption, loan equipment, unrelated diagnosis, software reinstallation, removal from specialist installations or work on third-party modifications. TIC may waive some costs at its discretion.

10.12 Obsolescence and Substitute Parts

Where exact parts are unavailable, TIC may use a technically suitable equivalent or better substitute where reasonably practicable. The warranty does not require TIC to provide a new computer without charge where age, obsolescence, unsupported software or deterioration of unrelated parts makes the original repair impracticable.

10.13 Repairs

TIC may refuse repair where equipment is unsafe, parts are unavailable, repair is uneconomical, specialist facilities are required or ownership cannot be established. Repair estimates may change when hidden damage, liquid, corrosion, malware, failing storage or previous poor-quality work is discovered. A repair attempt may result in full, partial or temporary restoration, recommendation for replacement, data recovery without full repair, or confirmation that no fault was found.

10.14 Repair Warranty

A chargeable repair is warranted for TIC's own workmanship and any parts expressly supplied for a reasonable period appropriate to the work. It does not create a warranty for the entire device and excludes unrelated faults, normal wear, software issues, malware, data loss, accidental damage, environmental conditions and Client or third-party changes.

10.15 Returns

Business Clients do not automatically have a right to return a correctly supplied product because they change their mind, no longer need it, prefer another model or failed to check compatibility. TIC may accept a discretionary return of an unused standard product subject to condition, packaging, supplier acceptance, transport and restocking charges. Custom-built, opened, configured, registered, activated or special-order products may not be returnable.

10.16 Defective Products and Remedies

Where a product was defective when supplied or materially differs from the Agreement, TIC may repair, replace, correct, reconfigure, pursue a supplier warranty, issue a credit or refund, or provide another reasonable remedy. TIC may choose the remedy where legally permitted, considering proportionality, availability, cost and the nature of the fault.

10.17 Business Continuity and Data

Loan equipment is not included unless agreed. Warranties do not normally cover data loss, application reinstallation, settings or licence reactivation. The Client remains responsible for backups, spare equipment, alternative access, recovery procedures, cyber insurance and other continuity arrangements.

11. Website Design and Development



IN SUMMARY

TIC provides website design, development, redevelopment, migration and related digital services. The agreed scope may include design, page building, content placement, forms, integrations, e-commerce, testing, launch and handover. Anything not included may be treated as additional work.

11.1 Scope and Brief

The scope may be recorded through a quotation, invoice, email, WhatsApp message, sitemap, page list, design brief, functionality list, specification, meeting notes or approved designs. The Client should provide a clear brief covering purpose, audience, pages, functionality, branding, content, integrations, accessibility, legal requirements, launch date, budget and hosting.

11.2 Specialist Requirements

The Client must disclose specialist or regulated requirements, including accessibility standards, age-restricted content, financial or health-related services, data residency, multilingual operation, high traffic, memberships, complex permissions, external databases, legacy integrations, bespoke applications and fixed deadlines.

11.3 Platforms and Third-Party Components

TIC may use WordPress, WooCommerce, hosted builders, e-commerce platforms, custom systems, themes, page builders, plugins, frameworks, APIs and external services. These may be controlled by different providers. TIC cannot guarantee that every component will remain available, supported, secure or compatible indefinitely.

11.4 Reusable and Bespoke Work

TIC may use its existing templates, code libraries, layouts, design systems, widgets, methods and workflows. Bespoke development, including custom plugins, themes, APIs, portals, databases, product builders and automated workflows, is included only where expressly agreed and may require separate specifications, testing, hosting and maintenance.

11.5 Design and Approval

TIC may use professional judgement based on the brief, brand, audience, usability, accessibility, performance and technical limitations. Design is partly subjective. The Client must review concepts and provide consolidated feedback. Once a direction is approved, later replacement of that direction may be additional work.

11.6 Revisions

A revision is a reasonable adjustment to work produced in accordance with the brief, such as wording, image, spacing, colour or minor layout changes. It does not normally include a new design direction, platform, pages, functionality, brand or rebuild of approved sections unless agreed.

11.7 Client Content

Unless TIC agrees to create content, the Client is responsible for supplying copy, images, logos, video, product details, prices, contact details, legal wording, policies, downloads, testimonials and other materials in a suitable format and on time. Where TIC creates or rewrites content, the Client remains responsible for approving factual accuracy, legal claims, technical statements and business information.

11.8 Legal and Regulatory Content

The Client is responsible for ensuring that website content, product descriptions, trading disclosures, privacy notices, cookie notices, accessibility statements, regulated claims and sector-specific information are accurate and legally compliant. TIC may assist with implementation, but does not provide legal advice unless expressly agreed in writing.

The Client is responsible for the legal sufficiency of privacy notices, cookie wording, terms, accessibility statements, regulated claims, prices, offers and consent wording unless TIC expressly agrees to obtain specialist advice. TIC may provide practical technical assistance but does not provide legal advice unless expressly agreed.

11.9 Forms and Integrations

Forms, payment services, email delivery, analytics, CRM tools, maps, social feeds, booking systems, APIs and other integrations depend on third parties. Their features, prices, authentication, limits and compatibility may change. Additional work required because of such changes may be chargeable.

11.10 Testing and Browser Support

TIC will carry out reasonable testing within the agreed scope. The Client must also review the website on representative devices and test forms, email, checkout, links, content, pricing, accounts and business workflows. Unless specified, TIC does not guarantee identical display in every browser, device or historic version.

11.11 Search Engines and Performance

TIC may apply reasonable technical SEO and performance practices where included. TIC does not guarantee rankings, traffic, sales, leads, indexing times, advertising outcomes, Core Web Vitals or uninterrupted third-party analytics. Performance also depends on hosting, content, plugins, devices, networks and external services.

11.12 Launch and Acceptance

A website or digital deliverable may be treated as accepted where the Client approves launch, asks TIC to make it live, uses it in business, fails to raise material issues within a reasonable review period or prevents completion of final minor tasks despite the main deliverable being substantially complete.

Launch may depend on final content, approvals, access, domains, DNS, hosting, payment and third-party verification. The Client's approval to launch confirms that it has reviewed the material website against the agreed scope. Minor snagging that does not materially prevent use may be completed after launch.

11.13 Ownership and Licences

Website projects may combine Client content, TIC reusable materials, bespoke work, open-source components, stock assets, plugins, platform features and third-party services. The Client receives the rights expressly agreed for the completed deliverable, but does not acquire TIC's underlying reusable tools, methods or pre-existing materials.

Ownership and usage rights are governed by the Intellectual Property section. The Client does not acquire TIC's pre-existing tools, master licences or third-party software. Agency or developer licences may need to be replaced when an ongoing TIC service ends.

11.14 Maintenance and Future Compatibility

Website development does not include indefinite maintenance, updates, security monitoring or future compatibility unless agreed. Faults caused by Client or third-party changes, unsupported software, supplier changes, malware, hosting limitations or future updates may be chargeable to investigate and correct.

11.15 Handover and Migration

Where included, TIC may provide administrator access, files, databases, documentation and licence information after payment. Transfer, export, migration, DNS changes, data cleaning and work with a replacement provider may be charged separately.

12. IT Support and Technical Services



IN SUMMARY

TIC provides remote and on-site IT support, diagnosis, repair, configuration, maintenance and practical technical advice within the agreed scope. Timeframes are estimates unless a service level is agreed. Diagnosis may be chargeable even where a fault cannot be resolved or is outside TIC's control.

12.1 Services

IT support may include troubleshooting, computer setup, software installation, user and account administration, repairs, upgrades, networking, Wi-Fi, printers, security configuration, backups, device replacement, migrations and supplier liaison. Only work included in the agreed support arrangement or separately approved is covered.

12.2 Requests and Priorities

The Client should use authorised contacts and provide a clear description, business impact, affected users, recent changes and suitable access. TIC may prioritise requests according to security risk, business impact, urgency, available resources and service level. Response and resolution times are not guaranteed unless expressly agreed.

12.3 Remote and On-Site Work

TIC may choose the most suitable delivery method. Remote support requires internet access, working remote-support tools and suitable permissions. On-site work may include travel, parking and reasonable expenses where not already included. The Client must provide a safe working environment and authorised contact.

12.4 Diagnostics and Uncertain Faults

Diagnostic work is chargeable unless TIC agrees otherwise. A diagnostic appointment may identify possible causes, next steps or commercial options without guaranteeing a complete fix, particularly where faults are intermittent, third-party controlled, hardware-related, user-specific or affected by unsupported software.

Technical faults may require investigation before TIC can confirm the cause, solution, cost or timescale. Investigation is chargeable unless included in a service or covered by warranty. Time remains chargeable where no fault is found, a fault is intermittent, the Client does not proceed, another provider must complete the work or the system is beyond economical repair.

12.5 Existing and Hidden Issues

TIC is not responsible for faults that existed before its involvement or could not reasonably be identified. These may include failing hardware, corrupt data, malware, unsupported software, undocumented configuration, poor cabling, prior repairs and intermittent faults. Further investigation, replacement or specialist work may be required.

12.6 Software and Compatibility

Support may be limited where systems are unsupported, unlicensed, obsolete, incompatible, modified by another provider or outside manufacturer specifications. TIC may refuse work that creates unreasonable security, licensing or operational risk.

12.7 Updates and Changes

Updates, repairs and configuration changes may affect compatibility, appearance, features, settings and integrations. TIC will use reasonable care but cannot guarantee that every third-party update is fault-free. Additional work caused by supplier, Client or third-party changes may be chargeable.

12.8 Data and Backups

The Client should maintain suitable backups before repair, migration, update or configuration. Unless TIC has expressly agreed to manage backups, TIC is not responsible for data that cannot be recovered because no suitable backup exists.

12.9 Third-Party Providers

TIC may need to work with internet, software, cloud, telecommunications and hardware providers. Reasonable supplier liaison may be chargeable. TIC cannot guarantee a supplier's response, decision or resolution time.

12.10 Emergency and Out-of-Hours Work

Emergency or out-of-hours support is subject to availability and is not guaranteed unless expressly included in a service. Approved emergency or out-of-hours work is charged at £120 per hour and may be subject to a minimum charge.

12.11 Completion

A support request may be treated as complete when the reported issue is resolved, a reasonable workaround is provided, replacement or further work is recommended, the cause is outside TIC's control, the Client declines further work or further action depends on the Client or a third party. Unrelated issues may be treated as new requests.

12.12 No Ongoing Monitoring Unless Agreed

TIC is not responsible for continuous monitoring, proactive maintenance, patching, security review, backup verification or user management unless those activities are expressly included in an agreed recurring service.

Providing support for a particular issue does not create an ongoing managed service, monitoring obligation, maintenance schedule or guaranteed response arrangement unless expressly agreed.

13. Cloud and Business Technology Services



IN SUMMARY

TIC may supply, configure and support cloud platforms, Microsoft 365, email, file storage, collaboration tools, business software, automation and related services. These depend heavily on third-party providers, whose pricing, availability, licences, features and terms may change.

13.1 Scope

Services may include Microsoft 365, Google Workspace, email, SharePoint, OneDrive, Teams, cloud storage, backup, CRM, project-management platforms, automation, artificial intelligence tools, telephone systems, business applications and integrations. Only services included within the agreed scope are covered.

13.2 Accounts, Users and Licences

The Client must promptly tell TIC when users join, leave, change role or no longer require access. TIC is not responsible for excess licence costs, security exposure or access issues caused by delayed or incomplete user-management instructions.

The Client must provide accurate information about users, roles, licences, departments, shared mailboxes, storage, external access and administrators. The Client remains responsible for approving access and notifying TIC promptly when users join, change role or leave.

13.3 Permissions

The Client should review permissions regularly, particularly for confidential folders, HR, accounts, shared mailboxes, administrator roles, external sharing and former-user data. TIC may configure access based on Client instructions but does not make the Client's management decisions.

13.4 Security

TIC may configure or recommend multi-factor authentication, password policies, access restrictions, administrator separation, device controls, security alerts, email authentication, audit logging and backup. The Client is responsible for ensuring users follow reasonable security instructions.

13.5 Provider Terms and Changes

Cloud and platform providers may change features, prices, storage limits, licence rules, security requirements, support arrangements and availability. TIC may help the Client respond to those changes, but TIC is not responsible for the provider's decisions or for additional work made necessary by them.

Cloud services remain subject to provider terms, service levels, pricing, storage, retention, support and data-location arrangements. TIC cannot guarantee uninterrupted availability or prevent supplier-controlled changes, feature withdrawal, licence restructuring or account suspension.

13.6 Data and Storage

The Client retains ownership of its business data and is responsible for deciding what is stored, who may access it, retention, external sharing, regulatory restrictions and whether separate backup is required. Cloud retention and synchronisation are not always the same as backup.

13.7 Email, Files and Collaboration

Services may be affected by mailbox limits, storage limits, file-path limits, sync restrictions, sharing settings, supplier updates, licences and internet availability. The Client should not assume that every local workflow will behave identically after migration.

13.8 Migrations

Migrations may involve interruption, duplicate items, changed permissions, unsupported data, format changes, missing metadata, delayed synchronisation and user retraining. TIC will use reasonable care but cannot guarantee an identical transfer between different systems.

13.9 Backup and Recovery

Unless TIC has expressly agreed to manage backup, the Client remains responsible for deciding whether separate backup is required. Restoration depends on available backups, supplier retention, licences, data volume, access and compatibility.

13.10 Subscriptions

Subscriptions may be monthly, annual or subject to a longer supplier commitment. The Client remains responsible for approved licence charges, minimum terms, renewals, usage, storage, cancellation restrictions and supplier price increases. Reducing users may not end a fixed commitment immediately.

13.11 Automation and Artificial Intelligence

Automation and artificial intelligence tools can assist with efficiency but may produce inaccurate, incomplete or unsuitable outputs. The Client remains responsible for human review, lawful use, data protection decisions, regulated content and business decisions based on automated output.

Automation and AI may produce incorrect, incomplete or inconsistent results. The Client must review output, protect sensitive information, maintain human oversight, check legal and regulatory suitability, and verify important decisions. TIC does not guarantee accuracy, originality or suitability for publication.

13.12 Integrations

APIs and integrations may change or be withdrawn. Additional work may be required to update configuration, replace an integration, migrate data, change licences, revise workflows or provide user guidance.

14. Third-Party Services, Software and Suppliers



IN SUMMARY

TIC may supply, recommend, configure or support products and services provided by third parties. Those suppliers control their own pricing, licences, availability, warranties, updates, service levels and terms. The Client is responsible for approved charges and compliance with applicable supplier terms.

14.1 Products and Services

Third-party items may include hardware, components, software, licences, cloud services, hosting, domains, security tools, backups, payment providers, telecommunications, themes, plugins, integrations and delivery services.

14.2 Supplier Terms

Supplier terms may apply directly to the Client even where TIC assists with purchase, configuration, billing or support. The Client must comply with those terms, including licence restrictions, acceptable-use rules, renewal dates, cancellation periods and data-processing requirements.

The Client agrees to comply with applicable licence, subscription, acceptable-use, warranty, data-processing, user, device, storage, renewal and cancellation rules. TIC cannot grant rights beyond those provided by the supplier.

14.3 Accounts and Ownership

Where practical, important business accounts should be created in the Client's name or within an environment controlled for the Client. TIC may administer them. Some services may be provided through a TIC reseller, agency or developer account, in which case the Client does not acquire TIC's master account or licence.

14.4 Pricing and Renewals

Supplier prices may change because of price increases, exchange rates, tax, licence changes, users, storage, usage, shortages or discontinued discounts. TIC may pass approved increases to the Client. Monthly billing does not necessarily mean a monthly cancellation right where the supplier commitment is annual.

14.5 Availability and Changes

A supplier may withdraw, discontinue, replace, update or materially change a product or service. TIC may recommend alternatives or migration options, but any resulting project work, licence changes, data migration or retraining may be chargeable.

A supplier may discontinue a product, remove features, alter compatibility, change terms, suspend an account or stop supporting a version. TIC may recommend an alternative or migration, but additional work and charges may apply.

14.6 Warranties

Third-party products are normally covered by the manufacturer or supplier warranty. The supplier may decide whether a claim is accepted, whether repair or replacement is provided, the model or condition of a replacement, whether labour or transport is covered and the timescale.

14.7 Software and Licences

The Client must ensure lawful use within permitted users, devices, geography, transfer rules, subscription periods and commercial-use rights. TIC may refuse to install or support unlicensed, counterfeit or improperly activated software.

14.8 Outages and Failures

TIC is not responsible for outages, data loss, degraded performance, support delays, security incidents or service restrictions caused by a third-party supplier, network provider, cloud platform, software publisher, payment provider or hosting company outside TIC's reasonable control.

TIC is not responsible for the independent failure of a supplier, including outages, defects, delivery delays, security incidents, service withdrawal, account suspension, licence changes or insolvency. TIC remains responsible for its own reasonable selection, configuration and support within the agreed scope.

14.9 Supplier Support

Time spent on supplier cases, warranty claims, returns, escalation or liaison may be charged unless included within an active service.

14.10 Data and Security

Third-party services may process Client data. The Client is responsible for deciding whether the provider is suitable for the data and business use involved. TIC does not guarantee the provider's internal security, legal compliance, data location, retention, availability or future terms.

14.11 Cancellation and Refunds

Third-party charges may be non-refundable once products are ordered, licences activated or subscriptions committed. Cancelling TIC's wider service does not automatically cancel or refund annual licences, domains, hosting, subscriptions, custom products or supplier setup fees.

15. Recommended Suppliers and External Specialists



IN SUMMARY

TIC may recommend an external supplier, contractor or specialist where work falls outside TIC's ordinary services or requires additional expertise. Unless TIC expressly manages and supplies the work itself, the Client contracts directly with that provider.

15.1 Types of Specialist

Recommendations may include electricians, cabling installers, telecommunications providers, cybersecurity specialists, penetration testers, data-recovery providers, legal or compliance advisers, software developers, designers, marketing specialists and other technical contractors.

15.2 Direct Contracts

Where the Client contracts directly with an external specialist, the specialist is responsible for its own advice, performance, pricing, terms, insurance, regulatory compliance and dispute handling. TIC is not responsible for the specialist's acts or omissions unless TIC has expressly agreed to manage that work as part of TIC's own service.

Where the Client contracts directly, the provider's terms apply, the provider normally invoices the Client, the provider is responsible for its own work, and TIC is not a party to that contract. The Client should carry out due diligence appropriate to the value and risk.

15.3 TIC-Managed Specialists

Where TIC expressly appoints and manages a specialist as part of TIC's own service, TIC remains the contractual point of contact for that work. The quotation or service agreement will explain responsibilities.

15.4 Basis of Recommendation

TIC may consider experience, reputation, qualifications, previous work, availability, location, pricing and technical suitability. A recommendation reflects information available at the time and is not a guarantee of future performance.

15.5 Referral Benefits

TIC may occasionally receive a referral fee, commission, account credit or other commercial benefit. Where material to the recommendation, TIC will disclose it wherever reasonably practicable.

15.6 Coordination

TIC may assist with introductions, specifications, meetings, access, integration, testing, handover and communication. This work may be chargeable unless included.

15.7 Provider Access

The Client is responsible for approving access to systems, data or premises. TIC may recommend named accounts, temporary access, restricted permissions, multi-factor authentication, expiry dates and removal after completion.

15.8 External Work and Disputes

TIC is not responsible for faults, delay, loss or additional cost caused by a provider contracted directly by the Client. Investigation or correction of external work may be chargeable. Complaints about the provider should normally be raised directly with it, although TIC may assist with technical information where reasonable.

16. Intellectual Property and Ownership



IN SUMMARY

The Client keeps ownership of the content, branding, data and materials it supplies. Once relevant invoices have been paid, the Client receives the ownership or usage rights agreed for Client-specific work. TIC keeps ownership of its pre-existing materials, reusable code, templates, systems, methods and know-how.

16.1 Client Materials

The Client retains ownership of logos, branding, written content, photographs, video, databases, records, technical files and product information it provides. It gives TIC permission to use them as reasonably necessary to provide the agreed work.

16.2 Client Authority

The Client confirms that it has the rights and permissions required and will not supply material that infringes copyright or trade marks, breaches confidentiality or licences, contains unlawfully obtained personal data or is defamatory or unlawful. TIC may refuse material where authority is unclear.

16.3 Client-Specific Work

Once full payment has been received, ownership of work created specifically and exclusively for the Client will transfer where agreed and legally possible. This may include Client-specific designs, graphics, content, reports, documents, configurations and project-specific code. Where ownership cannot transfer, TIC will grant an appropriate licence for the agreed use.

16.4 Rights Before Payment

Until all relevant invoices are paid, TIC may withhold deliverables, source files, credentials, licence transfers, handover material or assignment of rights to the extent permitted by law and the Agreement.

Until relevant charges have been paid, TIC retains ownership and may withhold final files, access, publication, launch or handover. Review or test access does not transfer ownership.

16.5 TIC Materials

TIC retains ownership of reusable code, libraries, templates, development methods, internal tools, frameworks, automation, processes, testing methods and know-how developed independently of the Client's project. The Client receives the right to use them only as incorporated into the paid deliverable.

16.6 Third-Party Materials

WordPress, themes, plugins, software, fonts, stock images, frameworks, APIs and platforms remain owned by their suppliers. The Client's rights are limited by the relevant licences and may depend on continued payment or an active subscription.

16.7 Agency and Developer Licences

TIC may use agency, developer or multi-site licences while providing an active service. The Client does not acquire TIC's master account or licence. Replacement licences may be required when the service ends.

16.8 Source and Working Files

Unless expressly agreed, TIC is not required to provide internal notes, draft concepts, rejected designs, development files, uncompiled source, editable artwork, methods, scripts, templates, supplier records or other working materials used to create the final deliverable.

Payment for a finished deliverable does not automatically include raw design files, unused concepts, development environments, internal notes, complete version history, test files, unrelated reusable code or TIC master-account credentials unless agreed.

16.9 Drafts and Rejected Work

Rejected designs, alternative concepts, drafts and development experiments remain TIC's property unless agreed. The Client must not use unpaid or rejected work without permission.

16.10 Client Data

The Client retains ownership of customer records, documents, email, databases, website content, orders, project records and account information. TIC does not acquire ownership merely because it stores, processes, migrates or backs up data.

16.11 Portfolio Use

TIC may refer to completed work in its portfolio, case studies, proposals or marketing unless the Client reasonably objects in writing due to confidentiality, security or commercial sensitivity.

Unless the Client objects in writing or confidentiality prevents it, TIC may refer to completed public-facing work in its portfolio using the Client's name, logo, screenshots, a project description and a link. TIC will not knowingly disclose confidential, personal or security-sensitive information.

16.12 Modifications and Handover

The Client may appoint another provider after receiving the relevant rights. TIC is not responsible for faults caused by later changes. Handover may include final deliverables, Client-owned files, administrator access, documentation, source code where agreed and licence information, subject to payment, security checks and third-party restrictions. Preparation and transfer work may be chargeable.

17. Confidentiality and Data Protection



IN SUMMARY

TIC and the Client may each receive confidential, commercially sensitive or personal information. Both parties must protect it and use it only for legitimate purposes connected with the Agreement. Where TIC processes personal data on the Client's behalf, the Client remains responsible for the purposes and lawfulness of that processing.

17.1 Confidential Information

Confidential information includes business plans, pricing, customer and employee information, passwords, security information, source code, databases, financial information, unpublished content, trade secrets and information reasonably understood to be confidential. Each party must limit access to people who reasonably need it.

17.2 Permitted Use and Disclosure

TIC may use Client information to provide services, diagnose faults, administer systems, manage support, process payment, work with approved suppliers, maintain security, investigate complaints and comply with law. Information may be disclosed where required by law, regulation, court order or lawful authority.

17.3 Access to Systems

The Client authorises TIC to access systems, accounts, devices and data reasonably necessary to provide the agreed service. TIC will limit access to what is reasonably required and take reasonable care not to access unrelated information unnecessarily.

17.4 Data Protection Roles

The parties' data protection roles depend on the service being provided. TIC will normally act as an independent controller for its own business administration and may act as a processor where it handles personal data on the Client's documented instructions as part of an agreed service.

Where TIC acts as processor, the processing must be governed by these Terms together with any applicable Data Processing Agreement, service schedule or written instructions. If no separate Data Processing Agreement has been signed, this Section 17 applies as the data-processing terms for the relevant service, so far as the UK GDPR requires.

For processor services, the subject matter, duration, nature and purpose of the processing are those reasonably required to provide the agreed service, support, hosting, cloud, website, backup, device, security or consultancy work. The types of personal data and categories of data subject are the Client-controlled data made available to TIC, which may include user, customer, staff, supplier, contact, account, device, usage, communication, website, email, security and support data unless the Agreement states otherwise.

TIC will process Client-controlled personal data only on the Client's documented instructions, including written instructions in an Agreement, service schedule, ticket, email or other written message, unless UK law requires TIC to act without those instructions. TIC will tell the Client about such a legal requirement unless the law prevents it.

TIC will ensure that people authorised to process Client-controlled personal data are subject to a suitable duty of confidence.

17.5 Client Responsibilities

The Client remains responsible for lawful basis, privacy information, access decisions, data collection, retention, individual rights, disclosures and ensuring its instructions are lawful. TIC does not become responsible for the Client's legal decisions merely because it provides technical assistance.

17.6 Security

TIC will apply appropriate technical and organisational measures for the service and risk, which may include access controls, multi-factor authentication, encryption, backups, updates, malware protection, restricted administrator access, secure credential handling and incident procedures. No measure guarantees that data will never be lost or compromised.

17.7 Personal Data Breaches

Where TIC acts as processor and becomes aware of a personal data breach affecting Client-controlled data, it will notify the Client without undue delay and provide reasonably available information to help the Client assess the breach and meet any regulator, individual, insurance or legal reporting obligations. The Client remains responsible for deciding whether regulators or affected individuals must be notified and whether legal or insurance advice is required.

17.8 Sub-Processors and Suppliers

Where services depend on third-party platforms, hosting providers, cloud services, payment processors or support tools, those providers may process data according to their own terms and security arrangements. TIC will use reasonable care when selecting and working with suppliers within its control.

TIC may use hosting, cloud, backup, software, security and specialist providers. Where TIC acts as processor, the Client gives general written authorisation for TIC to use sub-processors needed for the agreed services, provided TIC uses reasonable care in their selection and ensures they are subject to written confidentiality, security and data-protection obligations appropriate to the processing.

Where TIC intends to make a material change to sub-processors used for processor services, it will give reasonable notice where practicable so the Client can object on reasonable data-protection grounds. TIC remains responsible to the Client for the data-protection obligations it passes to its sub-processors.

17.9 International Processing

Some services may process data outside the United Kingdom. The Client must disclose data-residency or international-transfer requirements before a service is selected. Where UK GDPR transfer restrictions apply to processor services, TIC will only make or permit restricted transfers where permitted by law, such as under adequacy regulations, an approved international data transfer agreement, an approved addendum to standard contractual clauses or another lawful safeguard or exception. TIC does not guarantee a particular location unless expressly agreed and supported by the supplier.

17.10 Retention and Deletion

The Client is responsible for deciding how long Client-controlled personal data should be retained. For processor services, when the relevant service ends TIC will, at the Client's choice where reasonably available, return or delete Client-controlled personal data unless UK law requires storage. TIC may allow a limited recovery period and backups may retain deleted information until they expire or are overwritten, provided the data is protected, kept beyond ordinary use and deleted in the normal backup cycle.

17.11 Assistance and Charges

Where TIC acts as processor, it will provide reasonable assistance with individual rights, breach investigations, security obligations, data protection impact assessments, ICO consultation, exports, deletion and information needed to demonstrate Article 28 compliance. TIC will allow and contribute to proportionate audits or inspections on reasonable notice, subject to confidentiality, security and operational safeguards. Substantial assistance outside the agreed service or beyond the legal minimum may be chargeable.

17.12 No Legal Advice

TIC may provide practical guidance on security, access, retention, websites, cookies, forms and cloud configuration. Unless expressly agreed, this is not legal advice. The Client should obtain specialist advice where the legal position is material or uncertain.

18. Security, Access and Acceptable Use



IN SUMMARY

Security is a shared responsibility between TIC, the Client, users and third-party providers. TIC will apply reasonable measures within the agreed scope, while the Client remains responsible for approving access, managing users, protecting credentials, maintaining policies and following reasonable advice.

18.1 Authority and Sensitive Instructions

TIC may request additional confirmation before granting administrator access, accessing another person's mailbox, deleting or exporting data, transferring ownership, disabling security controls, cancelling critical services or disclosing credentials. TIC may refuse or delay an instruction where identity or authority cannot be confirmed.

18.2 User and Administrator Access

The Client decides who may access systems and data and should apply least privilege. It must notify TIC promptly when users join, change role, leave or no longer require access. Administrator accounts should be restricted, protected by multi-factor authentication, separated from ordinary use where appropriate, reviewed regularly and logged.

18.3 Passwords and Authentication

The Client should use strong passwords, unique accounts, appropriate administrator controls and multi-factor authentication wherever reasonably practicable. TIC is not responsible for compromise caused by weak, reused, shared or mishandled credentials outside TIC's control.

Users should use long, unique passwords, avoid predictable or reused passwords, use a password manager, enable multi-factor authentication, protect recovery codes, reject unexpected prompts and change compromised credentials promptly. TIC may require multi-factor authentication for high-risk or administrator access.

18.4 Remote Access

Remote access must be authorised, protected, limited to approved users, removed when no longer needed and used only for legitimate purposes. TIC may disable insecure or unauthorised remote access.

18.5 Devices and Software

The Client must ensure devices are reasonably secure. Users must not knowingly install or use unlicensed software, cracked software, malware, unauthorised remote-access tools, unsupported applications or unsafe browser extensions. TIC may remove or block software that creates material risk.

18.6 Supported Systems

The Client should allow important security updates and replace unsupported systems within a reasonable period. TIC may refuse to support or connect equipment that contains known serious vulnerabilities, cannot be secured reasonably, creates risk to other systems or breaches supplier terms.

18.7 Email and Fraud

Users must take reasonable care with payment instructions, changed bank details, password resets, unexpected attachments, sign-in pages, authentication prompts and urgent requests. Sensitive instructions should be verified through a trusted independent method. TIC is not responsible for loss caused solely by a user following an unverified fraudulent instruction.

18.8 Backups, Monitoring and Logs

Unless expressly agreed, the Client is responsible for backups. Monitoring and log retention are included only where expressly agreed. Logs may help identify failures, alerts, unusual sign-ins, malware, outages and permission changes, but do not guarantee immediate detection or a complete record of every action.

18.9 Security Incidents

If TIC becomes aware of a suspected security incident affecting services it provides, TIC will take reasonable steps within the agreed service scope. Emergency investigation, containment, recovery, reporting, forensic work and third-party assistance may be chargeable unless expressly included in a managed service.

The Client must report suspected compromise, malware, ransomware, phishing, unauthorised access, lost devices, unusual sign-ins, accidental disclosure or website compromise promptly. TIC may reset credentials, revoke sessions, disable accounts, isolate devices, restrict access, preserve logs or temporarily take a service offline. Temporary protective action may be taken before ordinary approval where delay would create serious risk.

18.10 Incident Charges

Investigation, containment, restoration, supplier liaison, replacement licences, specialist assistance and out-of-hours work may be charged separately unless included in an active service.

18.11 Acceptable Use

Products and services must not be used for unauthorised hacking, malware, fraud, phishing, spam, identity theft, unlawful surveillance, copyright infringement, harassment, unlawful content, attacks on other systems or evasion of security and licence controls.

18.12 Harmful or Excessive Use

The Client must not disrupt other users, overload shared infrastructure, compromise security, damage supplier reputation, expose another Client, breach supplier limits or create unreasonable legal or operational risk. TIC may require reduced usage, an upgraded service or cessation of the affected activity.

18.13 Suspension

TIC may restrict or suspend an account, device or service where continued operation may expose data, spread malware, harm another Client, breach supplier terms, enable unlawful activity or worsen an incident. Action will be proportionate and notice given where practicable.

18.14 Declined Recommendations

Where TIC recommends a security, backup, maintenance, replacement or compliance measure and the Client declines, delays or fails to implement it, TIC is not responsible for loss, downtime, compromise, additional work or reduced performance that the recommendation was intended to avoid or reduce.

Where the Client declines a reasonable security recommendation, TIC may record that decision, limit the service, require safeguards or refuse affected work. TIC is not responsible for loss caused solely by a risk the Client knowingly accepted, except to the extent TIC remains responsible for its own acts or omissions.

18.15 No Absolute Guarantee

No security system can prevent every attack, error, breach or interruption. TIC does not guarantee that systems will never experience cyberattack, malware, phishing, unauthorised access, data loss, supplier incidents, vulnerabilities, user error or service interruption.

19. Liability and Limitations



IN SUMMARY

TIC is responsible for providing the agreed products and services with reasonable care and skill. Technology depends on hardware, software, suppliers, internet connections, users and systems that TIC does not fully control. The Client remains responsible for suitable backups, continuity, insurance and internal controls.

19.1 TIC Responsibility

TIC may be responsible for direct loss caused by breach of the Agreement, failure to use reasonable care and skill, negligent workmanship, an error within the agreed scope or unlawful conduct by TIC. The Client must provide reasonable evidence that TIC caused the loss.

19.2 Matters Outside TIC's Control

TIC is not responsible for loss caused solely by Client actions, user error, another provider, supplier or manufacturer failure, internet or power outages, malware, phishing, ransomware, unsupported systems, inaccurate information, failure to follow reasonable advice, missing backups or events beyond TIC's reasonable control. TIC remains responsible to the extent its own breach materially contributed.

19.3 Excluded Losses

Subject to the non-excludable liabilities set out in these Terms, TIC is not liable for indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of opportunity, reputational harm, loss of goodwill, wasted management time or loss arising from the Client's failure to maintain suitable continuity arrangements.

To the extent permitted by law, TIC is not responsible for indirect or consequential loss, loss of profit, revenue, business, customers, opportunity, goodwill, reputation, anticipated savings or business interruption not directly caused by TIC's breach.

19.4 Data Loss

The Client is responsible for maintaining appropriate backups and recovery arrangements unless TIC has expressly agreed to provide a managed backup service for the relevant data. TIC's liability for data loss is limited to loss directly caused by TIC's breach and subject to the liability cap.

Unless otherwise agreed, TIC's responsibility for data loss is limited to the reasonable cost of attempting restoration from the most recent suitable backup available. TIC is not responsible for recreating data where no suitable backup exists, data was already corrupt or missing, storage had failed, credentials or encryption keys are unavailable, or recovery is not reasonably possible, except where TIC expressly agreed to provide the required backup and failed to do so.

19.5 Third-Party Products and Services

TIC is not responsible for independent acts or failures of cloud, hosting, software, manufacturer, internet, payment, courier, telecommunications or other external providers. TIC remains responsible for its own reasonable selection, configuration and support within the agreed scope.

19.6 Security Incidents

A cyber incident does not automatically mean TIC breached the Agreement. TIC may be responsible where the incident was directly caused by its failure to apply an agreed control or negligent work. TIC is not responsible to the extent the incident resulted from user conduct, compromised Client credentials, refusal of advice, unsupported systems, Client or third-party changes or supplier vulnerabilities.

19.7 Client Instructions

TIC may rely on Client information, instructions and approvals. It is not responsible for loss caused by inaccurate or incomplete information, undisclosed requirements, incorrect access details, approval of an unsuitable option after risks were explained, or instructions to proceed against reasonable advice.

19.8 Duty to Mitigate

Both parties must take reasonable steps to reduce avoidable loss. The Client should report faults promptly, stop unsafe equipment, isolate compromised systems, preserve evidence, follow reasonable instructions, maintain alternative arrangements and allow TIC a reasonable opportunity to investigate and correct the issue.

19.9 Opportunity to Remedy

Before incurring substantial replacement or third-party costs, the Client must normally give TIC a reasonable opportunity to investigate, repair, replace, reperform, restore, correct or provide a workaround, unless waiting would create immediate and serious risk.

19.10 Liability Cap

Unless a different limit is agreed in writing, TIC's total liability arising from a claim or related series of claims will not exceed the greater of the amount paid or payable by the Client for the affected product or service during the 12 months before the event giving rise to the claim, or £10,000. Claims arising from the same event or underlying cause are treated as related. This cap is subject always to the non-excludable liabilities that cannot lawfully be limited.

19.11 Non-Excludable Liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded or restricted.

19.12 Insurance and Continuity

The Client should maintain insurance and continuity arrangements appropriate to its business, including cyber insurance, business interruption cover, backups, spare equipment, alternative internet, emergency administrator access, manual fallbacks and disaster recovery. TIC's services do not replace these responsibilities.

20. Cancellation, Suspension and Termination



IN SUMMARY

Either party may end an Agreement in accordance with any applicable notice period, minimum term and supplier commitments. Unless otherwise agreed, recurring TIC services may normally be cancelled with 30 days' written notice. The Client remains responsible for completed work, products ordered, activated licences, supplier commitments and reasonable handover costs.

20.1 Client Cancellation

The Client should give clear written notice identifying the service or project, requested end date, whether only part is ending, any required export or transfer and whether another provider is taking over. Informal conversations or messages to an unmonitored account may not be sufficient.

20.2 Notice and Minimum Terms

Unless another period is agreed, recurring services may normally be cancelled with at least 30 days' written notice. Some services may have annual commitments, minimum terms, fixed renewal dates, cancellation windows, non-refundable setup fees or licence reduction restrictions. Monthly billing does not necessarily mean monthly cancellation.

20.3 Charges on Cancellation

On cancellation, the Client remains responsible for work completed, time spent, products ordered, licences activated, supplier commitments, notice-period charges, minimum terms, reasonable demobilisation work and any handover or transfer assistance requested by the Client.

The Client must pay for completed work and costs properly incurred, including design, technical work, planning, products, materials, licences, subscriptions, supplier charges, reserved specialist resources and reasonable closure or handover work.

20.4 Deposits and Custom Products

Deposits may be retained against completed work, reserved time, supplier commitments, special-order products, activated licences and other non-refundable charges. Custom-built computers, configured equipment and special-order products may not be cancellable once products are ordered, opened, assembled, configured or activated.

20.5 Delay and Inactivity

Where the Client does not provide information, access, content, approval or payment, TIC may pause the project, revise timescales, release reserved time, apply remobilisation charges, update technical requirements or close an inactive project after reasonable notice.

20.6 Suspension by TIC

TIC may suspend services for overdue payment, unlawful use, serious security risk, compromised credentials, licence misuse, excessive resource use, abusive conduct, lack of authority, risk to other Clients or shared infrastructure, or another material breach. Notice and restoration requirements will be provided where practicable.

20.7 Charges During Suspension

Suspension does not automatically stop supplier charges, hosting, licences, subscriptions, storage, domains, backups, monitoring or fixed commitments. The Client remains responsible for amounts properly due.

20.8 Reactivation

TIC may require payment of overdue amounts and supplier charges, improved security controls, identity checks, removal of prohibited activity, revised payment arrangements and reasonable reactivation costs. Reactivation cannot be guaranteed where a supplier has deleted data or permanently closed an account.

20.9 Termination for Breach

Either party may terminate the affected Agreement where the other commits a material breach and fails to correct it within a reasonable period after written notice. Material breach may include persistent non-payment, serious security misconduct, unlawful use, breach of confidentiality, misuse of intellectual property, repeated failure to cooperate, abusive conduct, dishonesty or instructions that cannot lawfully or safely be followed.

20.10 Immediate Termination

TIC may suspend or terminate immediately where continued service creates serious and immediate risk involving fraud, malicious activity, unlawful access, serious compromise, harm to another Client, danger to shared infrastructure, threats, abuse or legal breach.

20.11 Effect of Termination

TIC may stop services, remove TIC-owned licences and tools, remove delegated access, issue a final invoice, stop monitoring or backups, cancel renewals where possible, begin data-retention periods and prepare handover where requested.

20.12 Handover and Data

Reasonable handover assistance may be chargeable. TIC may require payment of outstanding invoices before carrying out non-essential transfer work, releasing deliverables or providing discretionary support, except where the law requires otherwise.

TIC will not deliberately obstruct a reasonable transfer. Handover may include account details, domain information, files, databases, licence details, backups, technical notes, removal of TIC access and meetings with the replacement provider. Handover, migration and export may be charged. The Client must arrange export before applicable retention periods expire.

20.13 Domains

Domain transfers, DNS changes and registrar access may depend on third-party systems, account ownership, authorisation checks, lock periods, payment status and registry rules. TIC is not responsible for delay caused by registrars, registries, missing authority or inaccurate account information.

The Client remains responsible for domain renewal and transfer. Where a domain has been expired for more than 10 days and the supplier applies recovery charges, TIC currently applies a £90 domain recovery charge. Recovery cannot be guaranteed.

20.14 Continuing Obligations

Payment, confidentiality, data protection, intellectual property, liability, dispute resolution, supplier commitments and record-retention obligations intended to continue will survive termination.

21. Events Beyond Our Control



IN SUMMARY

Neither TIC nor the Client is responsible for delay or failure caused by events outside reasonable control. The affected party must take reasonable steps to reduce disruption, keep the other informed and resume performance as soon as practicable.

21.1 Events Covered

Events may include severe weather, fire, flood, power, internet or telecommunications failure, cloud or data-centre outages, cyberattack, widespread malware, supplier or courier failure, product shortages, strikes, transport disruption, government or regulatory action, changes in law, war, terrorism, civil disorder, serious illness or loss of essential personnel, and similar events outside reasonable control.

21.2 Exclusions

An event will not normally qualify where it was caused by the affected party's own negligence, avoidable failure or lack of reasonable preparation.

21.3 Notification

The affected party should explain what has happened, which obligations are affected, the likely duration, what action is being taken and whether alternatives are available. Updates should be provided where circumstances materially change.

21.4 Mitigation

Reasonable mitigation may include remote working, rescheduling, alternative suppliers, temporary workarounds, restoration from backup, prioritising critical systems, changing delivery methods or isolating affected equipment. Neither party is required to take unlawful, unsafe or grossly disproportionate action.

21.5 Revised Timescales and Alternatives

Affected deadlines will be extended by a reasonable period. TIC may revise project timescales, delivery dates, support arrangements, supplier choices or product specifications. A materially different product, service or price will require Client approval.

21.6 Supplier Failures

Supplier failure includes outage, withdrawal, insolvency, price change, licence change, security incident, data-centre problem, network failure, platform restriction or support delay affecting a third-party product or service on which the Agreement depends.

TIC relies on hosting, cloud, internet, telecommunications, software, licence, delivery, hardware and payment providers. TIC may assist with escalation, recovery or workarounds but cannot guarantee supplier response or restoration.

21.7 Continuing Charges

Charges may continue where TIC or a supplier continues to reserve or fund hosting, licences, subscriptions, storage, domains, backups, monitoring or dedicated infrastructure. Interruption in use does not automatically remove a supplier commitment.

21.8 Additional Costs

Alternative arrangements may create costs for replacement products, expedited delivery, temporary equipment, specialist support, emergency work, data recovery, migration or additional licences. TIC will seek approval before material additional cost wherever practicable.

21.9 Long-Term Disruption

Where an event materially prevents the service for more than 30 days, either party may request a review of scope, suppliers, timetable, suspension, partial cancellation, migration or replacement. Where disruption continues for more than 60 days and no reasonable alternative exists, either party may end the affected service by written notice.

21.10 Charges on Ending

Ending because of prolonged disruption does not remove charges for completed work, supplied products, activated licences, non-refundable supplier commitments, approved mitigation work or reasonable handover. Any refundable unused balance will be calculated after proper deductions.

21.11 Business Continuity

The Client should maintain backups, spare equipment, alternative internet, manual workarounds, emergency contacts, alternative suppliers, cyber insurance and recovery procedures appropriate to its business.

22. Complaints and Dispute Resolution



IN SUMMARY

TIC aims to resolve concerns fairly, promptly and without unnecessary formality. The Client should raise issues as soon as reasonably possible and give TIC a reasonable opportunity to investigate and put matters right. Both parties will try direct discussion before formal proceedings.

22.1 Raising a Complaint

Complaints should be made in writing to support@ticltd.uk and include the Client's details, the relevant product, service or project, a clear description, dates, supporting evidence and the outcome requested.

22.2 Acknowledgement and Investigation

TIC will acknowledge and investigate within a reasonable period. Investigation may involve reviewing correspondence, project records, technical logs, equipment, supplier information, approvals and instructions, and requesting further information or access.

22.3 Client Cooperation

The Client must provide reasonable assistance, including access to affected systems or equipment, screenshots, errors, relevant emails, account details, supplier correspondence and confirmation of dates. TIC may be unable to investigate fully where important information or access is withheld.

22.4 Opportunity to Remedy

The Client must give TIC a reasonable opportunity to investigate and remedy a problem before arranging replacement work or claiming that TIC is responsible for additional cost. TIC may not be able to investigate properly if evidence has been altered, systems have changed or another supplier has already carried out remedial work.

Where reasonably possible, the Client must allow TIC to inspect, repeat work, repair or replace a product, correct configuration, restore from an available backup, provide a workaround or liaise with a supplier before appointing another provider for substantial corrective work. This does not apply where waiting would create immediate and serious risk.

22.5 Possible Outcomes

Depending on the circumstances, TIC may provide an explanation, correction, repair, replacement, reperformance, workaround, service credit, partial refund, refund of the affected work or another reasonable remedy.

22.6 Third-Party Complaints

Where the issue primarily concerns a manufacturer, software publisher, cloud provider, courier or supplier, TIC may assist with escalation, but the supplier controls its own warranty, refund, replacement, service-credit and complaint process.

22.7 Undisputed Payments

A complaint does not automatically suspend all payment. The Client must pay amounts not genuinely disputed. Where only part of an invoice is disputed, the undisputed balance remains payable.

22.8 Escalation and Good Faith

If the initial investigation does not resolve the matter, either party may request a formal review. Before court proceedings, both parties will make a genuine attempt to resolve the dispute through direct discussion by telephone, video or in person.

22.9 Mediation and Experts

The parties may agree to use an independent mediator or technical expert. Unless agreed otherwise, mediation is voluntary, each party pays its own costs and the mediator's fee is shared equally. The parties should agree whether an expert's decision is binding and how costs are divided.

22.10 Prompt Reporting

Delay may make it harder to preserve evidence, reproduce a fault, inspect equipment, recover data, obtain supplier assistance or prevent further loss. Nothing in these Terms shortens a legal limitation period that cannot lawfully be reduced.

22.11 Legal Proceedings

Where the dispute cannot be resolved, either party may begin legal proceedings. The Agreement is governed by the law of England and Wales and the courts of England and Wales have jurisdiction unless another lawful process is agreed.

22.12 Urgent Action and Records

Either party may seek urgent protection for confidential information, intellectual property, personal data, systems, property, evidence or people without completing the full complaint process. Both parties should retain quotations, invoices, approvals, emails, messages, logs, photographs, delivery records and supplier correspondence.

23. General Provisions



IN SUMMARY

These Terms, together with the applicable quotation, service agreement and other agreed documents, form the contract between TIC and the Client. They explain how notices, changes, transfers, delays and other general legal matters are handled.

23.1 Entire Agreement

The Agreement replaces earlier discussions, proposals, correspondence and understandings relating to the same subject, except where expressly retained. Neither party relies on a statement not included in the Agreement, except where the law does not allow that reliance to be excluded.

23.2 Changes

A change to these Terms or to an Agreement is binding only where it is agreed by someone with authority. A practical concession, goodwill gesture or one-off workaround does not permanently change the Agreement or require TIC to repeat the concession in future.

Material changes must be agreed by both parties through a revised quotation, change request, service agreement, order confirmation, clear written correspondence or another accepted record. Updated standard Terms will not normally change a fixed project retrospectively unless agreed or required by law. For recurring services, updated Terms may apply from renewal or after reasonable notice.

23.3 Written Communications and Notices

Writing may include email, an approved support portal, electronic order, signed document or another agreed durable method. TIC may request written confirmation before sensitive or chargeable work. Formal notices should be sent to the latest notified contact details and are treated as received according to the delivery method and ordinary business timing.

23.4 Assignment and Transfer

The Client may not transfer the Agreement without TIC's written approval. TIC may subcontract or transfer part of its obligations where this does not materially reduce the Client's rights or service. TIC may transfer the Agreement as part of a business sale, reorganisation, merger or legitimate restructuring, with notice where the effect is material.

23.5 Subcontracting

TIC may use suitably qualified subcontractors, specialists or suppliers. TIC remains responsible for work it supplies under its own Agreement, subject to the provisions dealing with third-party providers and directly appointed specialists.

23.6 No Partnership or Agency

Nothing creates a partnership, joint venture, employment relationship, fiduciary relationship or authority for one party to bind the other unless expressly authorised.

23.7 No Third-Party Rights

Unless expressly stated, a person who is not a party to the Agreement has no right to enforce it. This does not prevent a supplier or publisher from enforcing its own separate terms.

23.8 Waiver

A delay or failure to enforce a right does not waive it. A waiver applies only where clearly given and only to the particular circumstances described.

23.9 Severability

If any provision is invalid, unlawful or unenforceable, the remaining provisions continue. Where possible, the affected provision will be adjusted only as much as necessary to preserve its intended purpose.

23.10 Rights and Remedies

Rights and remedies under the Agreement are additional to those available under law. Using one remedy does not necessarily prevent another.

23.11 Survival

Provisions intended to continue after the Agreement ends remain effective, including payment, confidentiality, intellectual property, data protection, liability, supplier commitments, dispute resolution, governing law and record retention.

23.12 Electronic Evidence

Emails, WhatsApp messages, support tickets, invoices, payment records, system logs, screenshots, portal records and other electronic records may be used as evidence of instructions, approvals, timings, work carried out, access given, warnings provided and charges incurred.

Business records may be stored electronically. Emails, tickets, approvals, logs, invoices, order records, signatures, delivery records, account activity and meeting notes may be used to establish instructions, approvals, work completed and communications.

23.13 Working Days and Headings

Working days mean Monday to Friday excluding public holidays in England. Where a deadline falls on a non-working day, it normally moves to the next working day. Headings are for convenience and do not change meaning. Including and includes do not limit the examples that follow unless clearly stated otherwise.

23.14 Governing Law

The Agreement is governed by the law of England and Wales. The courts of England and Wales have jurisdiction unless the parties agree another lawful dispute-resolution process.

24. Contact Information



IN SUMMARY

Questions, notices, support requests and complaints relating to these Terms should be sent to TIC using the contact details below. Clients should include enough information for TIC to identify the relevant account, project, product or service.

24.1 Business Details

The Ideas Cupboard Limited, trading as TIC. Website: ticltd.uk. Email: support@ticltd.uk.

24.2 Support Requests

Support requests should include the Client's name, affected user or organisation, relevant device, system, website or service, a clear description, screenshots or errors, urgency and business impact, recent changes and suitable contact details.

24.3 Formal Notices

Formal notices concerning cancellation, termination, disputes, account ownership, data requests or other contractual matters should be sent in writing to support@ticltd.uk with a clear subject line. TIC may request evidence of identity or authority before acting on a sensitive instruction.

24.4 Complaints

Complaints should identify the product or service, explain the issue, give relevant dates, include supporting evidence and state the outcome requested. They will be handled under the Complaints and Dispute Resolution section.

24.5 Business Hours

Normal business hours are Monday to Friday, 9:00am to 5:00pm, excluding public holidays in England. Messages received outside these hours will normally be reviewed during the next working period.

24.6 Emergency Support

Emergency or out-of-hours support is subject to availability and is not guaranteed unless expressly included in an active service. Approved emergency or out-of-hours work is charged at £120 per hour. The Client should state the affected system, business impact, security risk and authorised approver.

24.7 Contact Details

The Client must keep contact, billing and authorised-user details current. TIC is not responsible for delay caused by outdated or incorrect Client information.

24.8 Status of Website Summary

Any shorter website summary is provided for accessibility and convenience. Where it conflicts with these full Company Terms, an applicable quotation, specialist agreement or client-specific written amendment, the higher-priority document identified in these Terms will apply.

24.9 Version

Version 2.0. Last updated July 2026.

The following appendices provide practical examples, definitions and operating detail. They form part of these Terms where relevant, but should be read alongside the main clauses and any client-specific agreement.

Appendix A: Glossary and Defined Terms

Agreement

The complete arrangement between TIC and the Client for the relevant products or services, including these Terms, any quotation, proposal, invoice, email, WhatsApp message, order confirmation, service schedule or other written instruction accepted by TIC.

Business Client

A client purchasing wholly or mainly for business, commercial, charitable, professional or organisational purposes.

Change

A request, instruction, discovery or event that alters the agreed scope, price, specification, timing, supplier requirement, risk profile or deliverable.

Additional Work

Work that is outside the agreed scope or made necessary by changed requirements, hidden issues, third-party changes, missing information, delayed access or the Client's further instructions.

Third-Party Supplier

A manufacturer, publisher, cloud provider, hosting company, registrar, distributor, specialist, payment provider or other external provider whose products or services are used, supplied, configured, recommended or supported by TIC.

Supplier Terms

The licence terms, acceptable-use rules, renewal terms, cancellation rules, data-processing terms, support policies and other contractual terms imposed by a Third-Party Supplier.

Administrator Access

Privileged access that allows configuration, user management, security changes, billing changes, data access or system control.

MFA

Multi-factor authentication, requiring more than one form of verification before access is granted.

DNS

The system that directs a domain name to the correct online service, such as a website, email platform or verification record.

SSL Certificate

A digital certificate used to encrypt traffic between a website and its visitors.

Backup

A copy or recoverable snapshot of data, files or configuration. Backup availability depends on the service purchased, the supplier platform and any agreed retention period.

Restore

The process of attempting to recover data, files, configuration or service operation from a backup or other available source.

Security Incident

A suspected or confirmed event affecting confidentiality, integrity, availability, access control, malware, fraud, misuse, compromise or unauthorised activity.

Source Files and Working Files

Internal, editable or development materials used to create a deliverable, including drafts, rejected concepts, code, scripts, templates, layered design files, notes or methods, unless expressly included in the Agreement.

Appendix B: Products and Services Covered – Examples

General technology work

TIC may supply or support hardware, software, repairs, upgrades, technical services, consultancy, cloud services, websites, hosting, domains, DNS, business email, automation, AI tooling and related services.

Hardware and devices

Examples include custom-built computers, component upgrades, peripherals, diagnostics, repairs, setup, installation and configuration for business use.

IT support and technical services

Examples include troubleshooting, remote support, on-site work, user setup, device configuration, software installation, network support, account administration and technical advice.

Websites and online services

Examples include website design, development, redevelopment, migration, hosting, maintenance, minor updates, forms, integrations, SSL, DNS and domain-management assistance.

Cloud and business platforms

Examples include Microsoft 365, Google Workspace, email, file storage, collaboration platforms, backup services, identity and access services, automation tools and related subscriptions.

Supplier coordination

TIC may recommend, coordinate with or configure third-party products and services, but those suppliers may remain responsible for their own platforms, terms, pricing, availability and support.

Appendix C: Client Responsibilities Checklist

Information

Provide accurate, complete and timely information about requirements, deadlines, systems, users, faults, existing suppliers, business-critical needs and any unusual restrictions.

Authority

Ensure that anyone instructing TIC is authorised to approve the work, expenditure, access, supplier commitments and any changes requested.

Access

Provide lawful and suitable access to premises, devices, accounts, administrator portals, hosting panels, domains, DNS, cloud tenants, supplier records, licences and documentation.

Credentials

Use secure credential practices, restrict privileged access, avoid shared administrator accounts where practical and tell TIC promptly when users join, leave or change role.

Content and data

Ensure the Client has the right to provide all content, data, images, branding, documents, software, licences and instructions supplied to TIC.

Backups

Maintain appropriate backups and recovery arrangements unless TIC has expressly agreed to provide a managed backup service for the relevant system or data.

Approvals

Review work, test deliverables, respond to questions and provide approvals within a reasonable time so that work is not delayed unnecessarily.

Security advice

Consider and act on reasonable security, replacement, backup, maintenance or compliance recommendations. If advice is declined or delayed, the Client accepts the increased risk.

Changes by others

Tell TIC if the Client, staff, another supplier or an automated system changes relevant configuration, content, data, devices, software, accounts, DNS or supplier services during TIC's work.

Appendix D: Scope, Changes and Additional Work Examples

Examples of additional work

Additional work may include extra website pages, repeated design changes, extra content loading, new integrations, additional devices, new users, further data migration, new reports, extra testing, out-of-hours work or support beyond the agreed package.

Hidden issues

Additional work may be required where TIC discovers undocumented configuration, unsupported software, missing licences, malware, corrupted data, hardware faults, supplier restrictions, poor cabling, platform limits or security weaknesses.

Third-party changes

Supplier price changes, licence changes, feature withdrawals, API changes, security rule changes, outages or support limitations may require revised scope, additional work or alternative recommendations.

Changed instructions

Where the Client changes requirements, assumptions, deadlines, decision-makers, content, branding, technical environment or supplier choice, TIC may revise price, scope and timing.

Urgent protective work

TIC may carry out reasonable emergency protective work where needed to reduce serious risk to systems, data, services, users or infrastructure, particularly where delay would increase harm.

Minor changes

Small changes may be accepted informally where the commercial impact is minor. Material changes should normally be confirmed in writing before TIC proceeds.

Appendix E: Hardware, Repairs and Warranty Boundaries

Custom systems

Custom-built computers are prepared around the Client's stated requirements, intended use and budget. The Client must disclose specialist, unusual or business-critical requirements before approving the specification.

Client-supplied components

Where the Client asks TIC to use a component, peripheral, software product or supplier specified or supplied by the Client, TIC is not responsible for suitability, compatibility or warranty limits unless expressly agreed.

Substitutions

Components may become unavailable or be replaced by equivalent alternatives. TIC will seek approval before a substitution materially changes price, performance, appearance, compatibility or warranty position.

Testing limits

Testing is carried out to a reasonable standard for the agreed purpose. It does not guarantee that every future fault, compatibility issue, software conflict, user-specific issue or performance limitation will be discovered before delivery.

Warranty exclusions

Warranty protection does not cover normal wear, accidental damage, environmental damage, misuse, unauthorised modification, malware, software faults, data loss, third-party updates, consumables, cosmetic wear or use outside the agreed specification.

Repairs and diagnostics

Diagnostic work may identify likely causes, options or next steps without guaranteeing a complete fix, especially where faults are intermittent, pre-existing, supplier-controlled, user-specific or caused by unsupported software.

Uncollected equipment

The Client should collect equipment promptly when asked. TIC may charge storage, require payment of outstanding amounts and take reasonable steps where equipment remains uncollected for an extended period.

Appendix F: Website, Domain, DNS and Handover Detail

Website acceptance

A website or digital deliverable may be treated as accepted where the Client approves launch, asks TIC to make it live, uses it in business, fails to raise material issues within a reasonable review period or prevents completion of final minor tasks.

Client content

The Client is responsible for supplying accurate content, trading disclosures, legal wording, product information, policies, imagery, accessibility information and regulated claims unless TIC has expressly agreed otherwise.

Testing and compatibility

Website testing is carried out to a reasonable standard for the agreed scope. It does not guarantee perfect operation on every device, browser, plugin, connection, assistive technology, user setting or future software version.

Domains and DNS

Domain transfers, DNS changes and registrar access may depend on third-party systems, account ownership, authorisation checks, lock periods, registry rules, payment status and accurate account information.

Expired domains

An expired domain may be suspended, released, auctioned, placed into redemption or lost according to registry and registrar rules. TIC is not responsible for loss caused by late payment, missing authority or registrar restrictions outside TIC's control.

Migration and handover

Reasonable migration or handover assistance may be chargeable. TIC may require payment of outstanding invoices before carrying out non-essential transfer work or discretionary support, except where the law requires otherwise.

Third-party website components

Themes, plugins, stock assets, payment gateways, maps, APIs, fonts, analytics, forms and other third-party components remain subject to their own licence terms, availability, security risks and support arrangements.

Appendix G: Cloud, Third-Party Services, Licences, Automation and AI

Supplier terms

Supplier terms may apply directly to the Client even where TIC assists with purchase, configuration, billing or support. The Client must comply with licence restrictions, acceptable-use rules, renewal dates, cancellation periods and data-processing requirements.

Provider changes

Cloud and platform providers may change features, prices, storage limits, licence rules, security requirements, support arrangements and availability. TIC may help the Client respond, but is not responsible for the provider's decisions.

Licences and users

The Client must tell TIC promptly when users join, leave, change role or no longer require access. TIC is not responsible for excess licence costs or security exposure caused by delayed or incomplete instructions.

Outages and failures

TIC is not responsible for outages, data loss, degraded performance, support delays, security incidents or service restrictions caused by third-party suppliers outside TIC's reasonable control.

External specialists

Where the Client contracts directly with an external specialist, that specialist is responsible for its own advice, performance, pricing, terms, insurance, regulatory compliance and dispute handling.

Automation and AI

Automation and artificial intelligence tools may produce inaccurate, incomplete or unsuitable outputs. The Client remains responsible for human review, lawful use, data protection decisions, regulated content and business decisions based on automated output.

APIs and integrations

Integrations may depend on third-party APIs, permissions, rate limits, authentication, data formats and commercial rules. Changes by a provider may require chargeable remedial or migration work.

Appendix H: Security, Access and Acceptable Use

Privileged access

Administrator and privileged access should be restricted to people who reasonably need it. TIC may recommend controls, but the Client remains responsible for internal access decisions unless TIC has expressly agreed to manage them.

Passwords and MFA

The Client should use strong passwords, unique accounts and MFA wherever reasonably practicable. TIC is not responsible for compromise caused by weak, reused, shared or mishandled credentials outside TIC's control.

Remote access

Remote access must be lawful, authorised and suitable for the work requested. The Client must not grant access that breaches supplier terms, employment obligations, security policies or data protection requirements.

Email fraud and social engineering

The Client should maintain suitable controls against phishing, impersonation, invoice fraud and social engineering. TIC may provide advice but cannot guarantee prevention of every fraudulent or deceptive communication.

Security incidents

Emergency investigation, containment, recovery, reporting, forensic work and third-party assistance may be chargeable unless expressly included in a managed service.

Acceptable use

The Client and its users must not use TIC products, services or infrastructure for unlawful, abusive, fraudulent, insecure, harmful, excessive or rights-infringing activity.

Suspension for security reasons

TIC may suspend, restrict or refuse services where reasonably necessary to protect systems, data, users, suppliers, infrastructure, legal compliance or other clients.

Appendix I: Backups, Data Retention and Business Continuity

Backup responsibility

Unless a written agreement expressly states that TIC is providing a managed backup service for the relevant system or data, the Client remains responsible for maintaining suitable backups and recovery arrangements.

Backup assumptions

The Client should not assume that a cloud platform, device, website, email account, SaaS product or third-party service includes adequate backup by default.

Backup verification

Backups may fail, become corrupted, expire, be overwritten, exceed storage limits or prove incomplete. Verification may be chargeable unless expressly included in a managed service.

Restoration limits

A restore may not recover every item, setting, transaction, message, user state, permission or change. Restoration may depend on the available backup, supplier platform, data condition and timing of the incident.

Data retention after suspension or cancellation

Data may remain subject to storage limits, retention periods, supplier deletion policies, backup expiry, account restrictions, licence requirements and payment status. The Client must not assume suspended or cancelled data will be retained indefinitely.

Business continuity

The Client remains responsible for continuity arrangements appropriate to its reliance on technology, including internal processes, insurance, alternative suppliers, recovery priorities and acceptable downtime.

Appendix J: Source Files, Working Files and IP Examples

Client materials

The Client retains ownership of content, branding, data, images, documents and other materials it supplies to TIC, provided the Client has the right to use and provide them.

Client-specific deliverables

Once all relevant invoices are paid, the Client receives the ownership or usage rights expressly agreed for Client-specific deliverables created by TIC.

TIC materials

TIC retains ownership of its pre-existing materials, working methods, reusable code, scripts, templates, systems, know-how, processes and other intellectual property developed independently of the Client's project.

Source and working files

Unless expressly agreed, TIC is not required to provide internal notes, draft concepts, rejected designs, development files, uncompiled source, editable artwork, scripts, templates, supplier records or other working materials.

Third-party materials

Commercial themes, plugins, software, stock assets, fonts, libraries and third-party services remain subject to the licensing terms of their respective publishers.

Portfolio use

TIC may refer to completed work in its portfolio, case studies, proposals or marketing unless the Client reasonably objects in writing due to confidentiality, security or commercial sensitivity.

Handover limits

Handover does not require TIC to transfer TIC-owned tools, internal processes, supplier accounts, reusable components or materials the Client has not purchased or licensed.

Acknowledgement

Thank you for taking the time to read this agreement.

We appreciate the trust you place in TIC to host, maintain and protect your website. Our aim is not simply to provide reliable technology, but to build long-term relationships through honest advice, proactive support and exceptional service.

If you have any questions about anything contained within this agreement, please don't hesitate to get in touch. We'd much rather explain something clearly today than leave room for uncertainty tomorrow.

We look forward to supporting your business for many years to come.

The Ideas Cupboard Limited
Trading as TIC



**Technology should make
business easier.**

support@ticltd.uk

www.ticltd.uk

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