



Android / iPhone App Development Terms and Conditions

These terms and conditions are applicable to all app development projects ("Projects") that are undertaken by ApplnInst Limited (company number 07881464) trading as Applnstitute ("Applnstitute") on behalf of the undersigned customer ("the Customer").

If the App resulting from the Project ("App") is to be hosted and supported by Applnstitute, the Customer is also bound by the separate Service Terms and Conditions.

1. Acceptance

1.1. A copy of these Development Terms and Conditions is submitted to the Customer along with the Project Proposal (as defined below) and must be agreed by the Customer prior to work commencing. In the absence of a signed copy of these Development Terms & Conditions, payment by the Customer of an advance fee or payment online shall constitute acceptance of the Development Terms & Conditions.

1.2. A copy of these Development Terms & Conditions can be found at www.appinstitute.co.uk/site/legal and the latest online version shall always supersede any previously published or distributed copies, unless specifically stated in the Project Proposal.

2. Charges

2.1. Charges for services to be provided by Applnstitute are defined in the project proposal that the Customer receives via email ("Project Proposal"). A Project Proposal is valid for a period of 30 days unless otherwise agreed between the Customer and Applnstitute prior to the Project Proposal being issued. Applnstitute reserves the right to alter or decline to provide a Project Proposal after expiry of the agreed timescale.

2.2 All Projects require an advance payment of the fee quoted within the Project Proposal ("Project Fee") prior to work commencing. For Project Fees up to (and including) £4,000 (excluding VAT), such advanced payment shall be an amount equal to 50% of the Project Fee. Where the Project Fee exceeds £4,000 (excluding VAT) such advanced payment shall be an amount equal to 25% of the Project Fee.

2.3 The remaining balance of the Project Fee shall be due upon completion of the Project and prior to the App being uploaded to any App store or release of materials to the Customer.

2.4 The Project Fee shall include the release of source Photoshop files (if used) but, for the avoidance of doubt, the Project Fee does not include release of source-code to web-based content management systems in respect of which all intellectual property rights shall vest and remain with Applnstitute.

2.5 The Project Fee may be paid by credit/debit card, online payment, cheque or bank transfer. Cheques should be made payable to Applnstitute and sent to:
Applnstitute Second Floor
39 Stoney Street Lace Market Nottingham NG1 1LX

3. Customer Review

3.1 Applnstitute will provide the Customer with an opportunity to review the appearance and content of the App during the design process and once the Project is completed. At the completion of the Project, the content and appearance of the App will be deemed to be accepted and approved by the Customer unless the Customer notifies Applnstitute otherwise within 21 days of the date the materials are made available to the Customer for review.

3.2 In circumstances where the content and features of the App are deemed to be accepted by the Customer in accordance with clause 3.1, the Customer's account shall be in default and the Customer shall be bound to pay the balance of the Project Fee.

3.3 In the event the Customer provides feedback on the contents and appearance of the App after the expiration of the 21 day period referred to in clause 3.1, Applnstitute shall have the right to treat the Customer's feedback as an entirely new instruction, in respect of which it shall be entitled to revise or re-issue its Project Proposal and Project Fee accordingly.

4. Project Schedule and Content Control

4.1 Applnstitute shall complete and deliver the App within six weeks.

Following two iterations if the customer fails to provide feedback and sign off within the agreed timeline of six weeks, Applnstitute shall have the right to submit the App to the App Stores on the Customers behalf and provide the Customer with admin rights to update their app via the CMS.

4.2 In order to facilitate the timely completion of the Project, the Customer hereby agrees to delegate a single individual as 'first-point- of-call' to aid Applnstitute with completing the Project in a satisfactory and expedient manner.

4.3 During the Project, Applnstitute will require the Customer to provide all copy and images. If content is not provided within two weeks of an official request by email then Applnstitute reserves the right to advise the Customer of a revision to the Project Fee subject to any costs incurred in the project delay.

If content is not provided within four weeks from the original email request then the Customer is considered to be in default of the Project, and Applnstitute shall have the right to terminate the Project and raise an invoice in respect of the balance of the Project Fee. Applnstitute may agree, entirely at its own discretion, to recommence any Project previously treated as

terminated, subject to both the Customer agreeing a new Project Proposal and payment in full of the Project Fee as specified in the original Project Proposal.

4.4 Where a customer has made changes to an app that requires a resubmission to update the customer will incur a resubmission charge of £30. If a resubmission is required to fix a fault or bug in the app Applnstitute will waive this charge.

5. Payment

5.1 An invoice will be issued at the start of the Project to cover the advance payment referred to in clause 2.2. A final invoice will be provided by Applnstitute upon completion of the Project.

5.2 Depending on the size of the Project and any agreed milestones contained within the Project Proposal, interim invoices may also be raised at completion of such milestones.

5.3 Invoices shall be sent by Applnstitute to the Customer via email.

5.4 All invoices are payable on receipt. The completed App will not be submitted to any App stores nor will any source code be released to the Customer prior to settlement of the final invoice and otherwise the entire Project Fee having be paid in full.

5.5 If any invoice remains outstanding for more than 30 days after the invoice date Applnstitute will consider the Customer's account to be in default.

6. Default

6.1 In the event of the Customer's default, any information or files on Applnstitute' host space, may be removed by Applnstitute at its sole discretion. Applnstitute shall not be responsible for any loss of data incurred as a result of the removal of the service, nor shall it have any liability in respect of such removal.

6.2 Removal of the Customer's material from Applnstitute host space does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account.

6.3 Cheques returned for insufficient funds, or electronic payments returned unpaid will incur a return charge of £25 each and the Customer's account will immediately be considered to be in default until full payment is received by Applnstitute in cleared funds.

6.4 Customers with accounts in default agree to pay Applnstitute's reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Applnstitute in enforcing these Development Terms and Conditions.

7. Termination

7.1 In the event that the Customer (directly or indirectly) makes or attempts to make contact with an employee or contractor of Applnstitute with the purpose or intention of instructing such persons to undertake any work outside of the agreed arrangements between the Customer and Applnstitute, Applnstitute shall be entitled to terminate this agreement without

notice, raise an invoice in respect of all work undertaken in relation to the App and, subject to payment of such invoice in full, deliver the App to the Customer in whatever stage of development it had reached at the time such conduct of the Customer became known to ApplInstitute.

7.2 ApplInstitute shall be entitled to terminate this Agreement without notice and with immediate effect if the Customer's account is in default under clause 3.2 or clause 5.5, without prejudice to ApplInstitute's other rights arising in the event of default pursuant to clause 6.

7.3 Termination of the Project by the Customer must be requested in writing or email and will be effective on receipt of such notice by ApplInstitute. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

7.4 The Customer will be invoiced for design and development work completed on the Project up to and including the date on which ApplInstitute receives written notice of cancellation from the Customer pursuant to clause 7.1, such invoice to be payable on receipt.

7.5 Any advance payment made pursuant to clause 2.2 is entirely non-refundable and in the event of cancellation by the Customer shall be forfeited even if no deliverable work has been completed by ApplInstitute.

8. Cancellation

8.1 The customer reserves the right to cancel at any time however a 30 day cancellation period will commence on the same day a cancellation occurs.

8.2 Where a customer has agreed to a special offer that includes a premium build element and cancels prior to app submission the customer will be charged for 50% of the standard premium build charge of £497.

8.3 Where a customer has agreed to a special offer that includes a premium build element and the App has been submitted, should the customer cancel within three months of the submission date, the customer will be charged 50% of the standard premium build charge of £497.

8.4 All cancellations must be notified in writing to support@appinstitute.co.uk, cancellations made outside of this will not be accepted.

9. Other Terms and Warranty

9.1 These Development Terms and Conditions incorporate all terms and conditions contained within:

9.1.1 the ApplInstitute Non-Disclosure Agreement; and

9.1.2 where the App is to be hosted and supported by ApplInstitute, the Services Terms and Conditions copies of which can be found at www.appinstitute.co.uk.

9.2 In delivering the finalised Project, ApplInstitute grants a 30 day warranty period commencing on the date the App goes live, in respect of bug fixes only. For the avoidance of doubt this warranty is only given where the Project is completed in full and not in circumstance where this Agreement is terminated early for any reason.

10. Intellectual Property Rights

10.1 The Customer retains all intellectual property rights to all copy, data, files and graphic logos provided by the Customer, and grants ApplInstitute the rights to publish and use such materials for the purposes of creating and, where relevant, hosting and supporting the App.

10.2 In the event that any third party intellectual property rights used by the Customer are provided to ApplInstitute for the purposes of completing the Project, the Customer shall ensure that all such rights are used by the Customer with 8.1. the appropriate consents, permissions and/or licences and that use of such materials by ApplInstitute shall not constitute an infringement of such third party rights. The Customer agrees to indemnify and hold harmless ApplInstitute from any and all claims resulting from the Customer's negligence or inability to obtain proper and sufficient consents, permissions or licences in respect of such third party rights.

10.3 By engaging ApplInstitute in respect of the Project, the Customer guarantees to ApplInstitute that all necessary third party consents, permissions and/or licences have been obtained in respect of third party intellectual property rights. ApplInstitute may request evidence of such consents, permissions and/or licences. Failure by the Customer to produce such evidence shall entitle ApplInstitute to terminate the Project following which the Customer shall be issued with an invoice in respect of work undertaken to date, such invoice to be payable upon receipt. Alternatively, ApplInstitute may place a Project on hold pending production of such evidence. Any costs or expenses arising as a result of such delay shall be borne by the Customer in addition to the Project Fee.

10.4 Notwithstanding clause 9.1, all intellectual property rights (including source code) arising out of the creation of the App pursuant to this Agreement shall be and shall remain the sole property of ApplInstitute.

11. Media Delivery Requirements

11.1 Unless otherwise specified in the Project Proposal, this Agreement assumes that any text will be provided by the Customer in electronic format (ASCII text files delivered via e-mail, CD-ROM, DVD, or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpg or .png format.

11.2 Specific requirements relating to media delivery will be discussed and agreed with the Customer prior to commencement of the Project and all special arrangements shall be detailed within the Project Proposal.

11.3 Although every reasonable attempt shall be made by ApplInstitute to return to the Customer any images or printed material provided for use in creation of the Customer's App,

such return cannot be guaranteed and Applnstitute accepts no liability in respect of lost materials.

12. Access Requirements

12.1 If the Customer's App is to be published on a third-party development account, Applnstitute must first be granted temporary access to the account in order to prepare App submission. If the App is to interact with a third-party remote server, the Customer shall provide full access details to storage and content directories to Applnstitute.

12.2 Depending on the specific nature of the Project, other resources might also need to be configured on the server to ensure the correct operation and functionality of the App. The Customer agrees to grant all necessary access to Applnstitute for the purposes of facilitating this.

13. Post Project Alterations

13.1 Applnstitute cannot accept responsibility for, and shall have no liability in respect of, any alterations to the App caused or instigated by the Customer or a third party following completion of the Project. Such alterations include, but are not limited to additions, modifications or deletions.

13.2 In the event that a Customer wishes to instruct Applnstitute to undertake work required to resolve any issues or problems arising from such modification, Applnstitute shall be entitled to charge a one- off fee in respect of such remedial work, to be agreed by the Customer prior to any such work commencing.

14. Third Party Services

14.1 Applnstitute may require the usage of third party services - for example, Google Maps API - to complete the Customer's Project requirements and will ensure these services are integrated into the Project and that they function correctly upon completion.

14.2 Applnstitute cannot be held responsible for subsequent changes or issues with any such third party services that may result in issues on the App. In the event that the Customer requires Applnstitute to undertake remedial work in respect of subsequent changes to third party services, it shall be entitled to charge a one off fee, to be agreed by the Customer prior to the commencement of such remedial work.

15. Domain Names

15.1 Applnstitute may purchase domain names on behalf of the Customer, in which case they will then be renewed on an annual basis and the Customer will be invoiced by

ApplInstitute.

15.2 ApplInstitute will issue a reminder email to the Customer at 60 days and 30 days prior to expiration of each domain. Domains are automatically renewed ten days before expiration.

15.3 In the event that the Customer does not wish to keep a domain, it must notify ApplInstitute of that fact no less than 21 before the expiration date.

15.4 ApplInstitute accepts no liability in relation to:

15.4.1. the loss, cancellation or otherwise of any domain caused by either the Customer being in default in respect of payment of any invoice; or

15.4.2. in relation to any costs being incurred in keeping the domain where the Customer has failed to notify ApplInstitute pursuant to clause

15.3. It is the sole responsibility of the Customer to keep records of the due dates for payment to ensure that payment is received in good time.

15.5. It is the sole responsibility of the Customer to keep records of the due dates for payment to ensure that payment is received in good time.

16. General

These Development Terms and Conditions supersede all previous representations, understandings or agreements. The Customer's signature below or payment of an advance fee constitutes agreement to and acceptance of these Development Terms and Conditions. Payment online is an acceptance of all applicable ApplInstitute terms and conditions.

17. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

FEES, REVENUE and PACKAGES

Packages and their related fees and inclusions may be changed from time to time by the Company. The Customer may elect to switch their hosting Package at any time by giving notice in writing (including by electronic mail) to the Company.

There is no lock-in period, the customer may cancel at any time in accordance with the termination provisions of this Agreement.

All live apps are automatically set to the Starter package below, customers can upgrade to the Premium or Professional package at any time. The Customer shall not, in any circumstances, be entitled to any refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.

Where a Customer has requested a premium build service, the customer will be contacted by member of our App Builder team to arrange a non-refundable 50% deposit payment to commence

Starter £5 Monthly £55 - 1 Year (save £5) £105 - 2 Years (Save £15)	Premium £20 Monthly £220 - 1 Year (save £20) £420 - 2 Years (save £60)	Professional £30 Monthly £330- 1 Year (save £30) £630 - 2 Years (Save £90)
All Small Business App Modules	All Small Business App Modules	All Small Business App Modules
Android App	Android App	Android App
iPhone App	iPhone App	iPhone App
App Analytics	App Analytics	App Analytics
Push Notifications	Push Notifications	Push Notifications
Secure Messaging Centre	Secure Messaging Centre	Secure Messaging Centre
GEO-Fencing	GEO-Fencing	GEO Fencing
CRM	CRM	CRM
Google Play Self-Submission	Google Play Submission	Google Play Submission
iTunes AppStore Submission	iTunes AppStore Submission	iTunes AppStore Submission
Email Support	Email & Online Support	Email, Online Chat & Phone Support

CUSTOMER CREDIT CARD HOLDER INFORMATION			
NAME ON CREDIT CARD :			
TYPE OF CREDIT CARD :	VISA	MASTERCARD	OTHER
TYPE OF ACCOUNT :	PERSONAL		BUSINESS
COMPANY NAME :			
CARD NUMBER :			
CCV :	EXPIRATION DATE :		
BILLING ADDRESS :			
CITY :	COUNTY :	POSTCODE :	
PHONE :	EMAIL :		
BUILD TYPE		<input type="checkbox"/>	PREMIUM BUILD £497
SELECT PACKAGE TYPE			
<input type="checkbox"/> STARTER	<input type="checkbox"/> PREMIUM	<input type="checkbox"/> PRO	
SELECT SUBSCRIPTION TYPE			
<input type="checkbox"/> MONTHLY	<input type="checkbox"/> 1 YEAR UPFRONT	<input type="checkbox"/> 2 YEARS UPFRONT	
AUTHORISATION			
AUTHORISED MONTHLY RECURRING AMOUNT :			
£			
PURPOSE OF AUTHORISATION AND CARD USE			
<p>To complete your order and begin your build please complete the agreement and credit card authorisation and email back to: support@appinstitute.co.uk</p> <ul style="list-style-type: none"> - I certify that I am the authorised holder and signer of the credit card referenced above. - I certify that all information above is complete and accurate. - I hereby authorise collection of payment for all charges as indicated above. <p>If you have any questions, please email support@appinstitute.co.uk</p>			



Signature: _____

Name: *Ian Naylor*

Duly authorised for and on behalf of The ApplInstitute Ltd

Signature: _____

Name: _____

Duly authorised for and on behalf of the Customer