

# Terms & Conditions

Web Development, Design, Hosting & SEO Services and Support

Updated January 2026 to include Pebble Page Builder

## 1. Scope of Services

I ("Service Provider") deliver comprehensive digital solutions including:

- **Web Development & Design:** Custom website creation, responsive design, user experience optimisation, front-end and back-end development
- **Web Hosting:** Reliable server hosting, domain management, SSL certificates, nightly disaster recovery backups, and Content Delivery Network
- **Pebble Page Builder Subscription:** Create and manage beautiful websites in my page building application. Subscription includes hosting, use of page builder and support.
- **Email Services:** Professional email hosting included with hosting packages (setup included; device configuration and support not included)
- **SEO Services:** Search engine optimisation, keyword research, content strategy, analytics, and performance monitoring

## Exclusions

Unless otherwise agreed in writing, the following are not included in project quotes:

- Email device configuration or setup assistance (not included in hosting, available via support ticket)
- Third-party app integrations (unless explicitly quoted)
- Legal, financial, or accounting advice
- Unlimited revisions beyond agreed scope
- Content creation or copywriting services
- Emergency support outside business hours

## 2. Web Design & Development

### Project Proposal & Scope

All web design and development projects commence with a written proposal that outlines:

- Project scope and deliverables
- Timeline and milestones
- Detailed quote and payment schedule
- Number of revision rounds included
- Any third-party integrations or services
- Hosting and maintenance arrangements (if applicable)

**Important:** The proposal defines the agreed scope of work. Only deliverables explicitly listed in the proposal are included in the quoted price. The proposal must be signed by both parties before work commences.

### Pricing & Payment Terms

Web design and development projects are structured as follows:

Payment Stage	Amount
Project Deposit	50%
Final Payment	50%

- Deposit due before work commences (non-refundable once started)
- Final payment due upon project completion
- Projects cannot proceed without deposit
- Additional work beyond agreed scope will be quoted separately

## Scope Creep & Additional Work

Scope creep is any work requested beyond what is defined in the original proposal. The following process applies:

1. Change Request: Any request for work outside the agreed scope must be submitted in writing
2. Assessment: I will assess the additional work and provide a separate written quote including time, cost, and impact on project timeline
3. Approval Required: You must approve the additional quote in writing before the work begins
4. Separate Invoice: Additional work will be invoiced separately and billed at £65/hour unless a flat fee is agreed
5. Timeline Impact: Additional work may extend the project completion date

### Examples of Scope Creep:

- Adding new pages or sections not in the original proposal
- Integrating third-party tools or services (APIs, payment gateways, CRM systems, etc.)
- Significant design or functionality changes
- Content creation or copywriting (unless included in proposal)
- SEO optimisation beyond what was originally quoted
- Additional revision rounds beyond the agreed number
- Custom features or functionality not originally specified

## Revision Rounds

The number of included revision rounds is specified in your project proposal. Additional revisions beyond this limit will be billed at £65/hour.

- Each revision round should include all feedback and changes you wish to request
- Revisions are intended for refinement, not major redesigns or scope changes
- Major changes requested during revision rounds may be considered scope creep and quoted separately

## Project Timelines

- Estimated completion dates are provided in the proposal as guidance only
- Timelines depend on timely client feedback, approvals, and asset provision
- Delays caused by client-side issues (late content delivery, slow feedback, etc.) may extend the timeline
- I will keep you informed of any timeline changes and the reasons for them

## Project Cancellation

- If you cancel after work commences, you're liable for all completed work
- The 50% deposit is non-refundable once work has begun
- Completed deliverables may be withheld until payment is received in full
- If you wish to cancel, please provide written notice immediately

## 3. Pricing & Payment Terms

### Service Pricing

Service	Description	Price
<b>Web Hosting</b>	Monthly hosting + free email + nightly backups + CDN	£300/year
<b>Domain Name Registration</b>	Registration / Renewal of Domain Names	£35/year
<b>Web Design</b>	Custom Website Design	Based on proposal
<b>Web Development</b>	Custom Website Development	Based on proposal
<b>Pebble Pagebuilder</b>	Subscription to Pebble Website Builder	£89/month

#### Payment Terms:

- All invoices are due upon receipt
- All prices exclude VAT unless otherwise stated
- Custom development projects require 50% deposit before commencement, with 50% due upon delivery

## Late Payment Policy

### Development & Support Services

Payments not received within 7 days of the invoice date will incur a daily interest charge as follows:

Late Period	Price
<b>Day 1-7</b>	No Charge
<b>Day 8 onwards</b>	5% per day on the outstanding balance

**Example:** An invoice for £300 unpaid after 7 days will accrue £15 daily (5% of £300) from day 8 onwards.

### Web Hosting Services

Hosting invoices are due on the invoice date. Late payment on hosting services is handled as follows:

Late Period	Price
<b>Day 1-7</b>	Account remains active in a grace period, no charge
<b>Day 8 onwards</b>	£150 redemption fee applies to reactivate the account. This is in addition to renewal costs.
<b>Day 31</b>	Hosting service is cancelled automatically. All data is deleted and cannot be recovered

**Important:** Once hosting is cancelled after day 31, your site and all associated data are permanently deleted. There is no recovery option. Please ensure hosting payments are made promptly to avoid service interruption.

### Domain Names

Hosting invoices are due on the invoice date. Late payment on hosting services is handled as follows:

Late Period	Price
<b>Day 1-3</b>	No Charge. Domain may be unavailable.
<b>Day 4-14</b>	£150 redemption fee applies to reactivate the account. This is in addition to renewal costs.
<b>Day 14 onwards</b>	Domain may no longer be available to renew

## Refund Policy

- Project deposits are non-refundable once work commences
- Domain Names are non-refundable.
- Hosting is provided on an annual basis. Cancellation must be provided with 30 days' notice. Refunds are available within 14 days of the start of the service only.
- If you terminate services early, you remain liable for the full year's fees
- No refunds for unused support tickets

## 4. Project Terms

### Scope & Changes

- The scope of work is defined in the written project proposal or quote
- Revisions included in the quoted project are specified in the proposal
- Additional changes requested beyond the agreed scope will be quoted separately and billed at £65/hour
- Significant scope changes may impact timelines and require written agreement

### Project Timeline

- Estimated timelines are provided as guidance only and depend on timely client feedback
- Delays in providing content, assets, or approvals may extend project completion dates
- I am not liable for delays caused by client-side issues

### Client Responsibilities

To ensure smooth project delivery, you agree to:

- Provide all necessary content, assets, and information promptly
- Respond to communication and feedback requests within 5 business days
- Grant access to any required accounts, systems, or hosting panels
- Review deliverables thoroughly and provide clear, constructive feedback

## 5. Support Tickets

### What is a Support Request?

A support request is when you email me for technical help. Support is not included with any service outside of the initial 30 day period and is billed separately. Support requests may relate to:

- Code issues and website bugs
- Feature requests or modifications
- Server or performance issues
- Domain, DNS, or SSL certificate issues
- Plugin or integration problems
- Email device configuration and setup assistance
- Hosting-related questions or issues
- General technical advice

**Important:** By requesting support via email, you agree to the support ticket charges outlined below. Support is not included with hosting or any other service and will be billed upon completion of the work.

### Support Pricing

Support Type	Price
Standard (Mon-Fri, 9am-5pm)	£99
Weekend (Sat-Sun)	£150

### Support Terms

- Support requests are initiated on request and billed upon completion
- Issues are resolved on a best-efforts basis; response time is not guaranteed as some issues may take longer than others
- Complex issues or work beyond the scope of reasonable support may incur additional charges
- Support hours are Monday to Friday, 9am to 5pm GMT (standard tier) and Saturday to Sunday (weekend tier)
- Weekend support requests may take longer to resolve than weekday requests

## 5. Intellectual Property Rights

- Upon full payment, you own the final deliverables and intellectual property of the completed work
- I retain ownership of underlying code, templates, frameworks, and pre-built components used in development
- You may not resell, redistribute, or license the work to third parties without written permission
- I retain the right to showcase completed work in my portfolio and marketing materials, unless otherwise agreed
- Any rejected concepts or draft ideas remain my property and may not be used without permission

**Important:** If you wish to trademark or legally protect any elements of the final design, I must be notified and credited as co-creator, unless alternative arrangements are agreed in writing.

## 6. Hosting & Ongoing Services

### Web Hosting (£300/year)

Includes:

- Reliable managed server hosting
- SSL certificates
- Nightly disaster recovery backups
- Content Delivery Network (CDN)
- Professional email account (setup included; device configuration and support not included)
- Disaster recovery server support

## Hosting Terms

- Billed annually and must be maintained to keep your site live
- You may cancel with 30 days' written notice. Cancellation then occurs at the point of renewal (or after 30 days notice period if later)
- Upon cancellation, your site will be taken offline and data and backups may be deleted after 30 days
- Website backups can be requested prior to termination for a one-time fee of £50
- 14 Day Cool-off, Refund period for annual hosting

## About Your Backups

Your site is backed up nightly to a secure offsite location. In the event of data loss or disaster, I can restore your site to the most recent backup. Daily backups provide peace of mind and protect your data from accidental deletion, security breaches, or server failures.

## Content Delivery Network

Your site is served through a global Content Delivery Network (CDN) that caches and delivers your content from locations closest to your visitors, resulting in faster load times and better performance worldwide.

## 7. Confidentiality & Data Protection

- Both parties agree to maintain confidentiality of sensitive or proprietary information
- I will not disclose your business information, client data, or content to third parties
- I may showcase completed work in my portfolio unless you request otherwise in writing
- Your personal data is processed in accordance with GDPR and my Privacy Policy

## 8. Cancellation & Termination

### Termination by Client

- You may cancel ongoing projects or services by providing written notice
- You remain liable for all work completed up to the termination date
- Project deposits are non-refundable once work is started
- Hosting contracts require 30 days' written notice to terminate. Cancellation will occur at the end of the service period.

## Termination by Service Provider

- I reserve the right to terminate services if invoices remain unpaid beyond 14 days
- I may terminate if you breach this agreement or behave inappropriately
- I may suspend hosting access if payments are not made
- Upon termination, I retain ownership of all work until payment is received in full

## 9. Liability & Warranty

- My total liability is limited to the total fees paid by you under this agreement
- I am not liable for indirect, incidental, or consequential damages including loss of profits, revenue, or reputation
- Services are provided on an "as-is" basis without warranties, express or implied
- It is your responsibility to review all deliverables and test your website before launch
- I am not responsible for third-party services, APIs, or external integrations that may fail
- I am not liable for data loss, hacking, or security breaches caused by your actions or negligence

## Uptime Guarantee

While I strive for 99% uptime on hosting services, I make no guarantees. Hosting is subject to maintenance, server issues, and external factors beyond my control such as power outages, network disruption and acts of god.

## 10. Dispute Resolution

- These Terms are governed by the laws of England and Wales
- Both parties agree to attempt resolution through good-faith negotiation and mediation before pursuing legal action
- Any legal proceedings must be initiated within 12 months of the dispute arising

## 11. General Provisions

### Amendments

Any amendments to this agreement must be made in writing and agreed by both parties.

### Entire Agreement

This document, together with any written proposal or quote, forms the complete agreement between us regarding services provided.

### Severability

If any clause of this agreement is found to be unenforceable, the remaining provisions shall remain in full effect.

### Force Majeure

I am not liable for delays or failures caused by circumstances beyond my control (illness, natural disasters, internet outages, etc.).

### Non-Assignment

You may not transfer or assign this agreement to another party without my written consent.

## **12. Your Agreement to These Terms**

By engaging my services, submitting payment, or beginning work on a project, you agree to and accept all Terms and Conditions outlined in this document. If you do not agree to these terms, please do not use my services.

**Use of services and payment of any invoice constitutes acceptance of these terms.**