

Ecommerce Store Design and Development Contract

WooCommerce or Bespoke Store · Standard Contract Terms · Samson Web Design Ltd · Version 2.0

How this Contract applies to your Project

This Contract sets out the standard terms on which we design and build an online store. The details specific to your Project, including the Client's name, the scope and sitemap, the platform, the price, the payment option you have chosen, the estimated timescale and the hosting plan after launch, are set out in your Proposal. Wherever this Contract refers to something "stated in the Proposal" or "chosen", it means the option stated in your Proposal or confirmed by you in writing when you accept it.

1. Documents that form this Contract

- 1.1 This Contract consists of: (a) this document; (b) your Proposal, including its sitemap, functionality list, inclusions and scope notes; (c) where a Payment Plan is chosen, the Spread the Cost Schedule; (d) where we host the store, the Hosting, Email and Care Agreement; and (e) our Terms and Conditions published at samsonwebdesign.co.uk/terms ("the Terms").
- 1.2 If there is a conflict, this document prevails, then the Proposal, then the Schedules and Hosting Agreement, then the Terms. Everything in the Terms applies unless varied here.
- 1.3 The Client confirms that it is entering into this Contract in the course of business.

2. What we will deliver

- 2.1 We will design and build the online store described in the Proposal, including the storefront, category and product page templates, basket and checkout, customer accounts where stated, and the store administration functions listed in the Proposal.
- 2.2 Unless the Proposal states otherwise, the following are included: design of the agreed templates with unlimited design revisions at the design stage; configuration of the payment providers listed in the Proposal; configuration of shipping zones, rates and tax rules based on the rules the Client supplies; transactional emails (order confirmation, dispatch and account emails); loading of the product data the Client supplies in our template, or migration of product data from the Client's existing store where stated; SSL where hosted by us; XML sitemap, analytics and Search Console setup; a 301 redirect map from an existing store where stated; training on running the store; and 30 days of post-launch defect fixing.
- 2.3 Unless the Proposal states otherwise, the following are not included and will be quoted separately if required: product photography, product descriptions and product copywriting; manual entry of product data that is not supplied in our template; marketplaces (Amazon, eBay, Etsy) and feed integrations; ERP, accounting, stock, courier, EPOS or CRM integrations; subscription, loyalty, multi-currency, multi-language or wholesale functionality; marketing automation and abandoned cart tools; ongoing SEO, advertising and marketing; legal pages beyond template placeholders; and third party subscription fees.
- 2.4 For bespoke store platforms, the functionality delivered is that listed in the Proposal and confirmed at the scoping session. The scoping session output, once agreed by email, forms the functional specification and replaces any earlier description.

3. Price and payment

- 3.1 The price is fixed for the scope in the Proposal and any agreed specification. Payment is made according to the option stated in the Proposal. Where an instalment option is chosen, the Spread the Cost Schedule applies. Where a staged option is chosen, the stages and amounts are those in the Proposal, each invoice payable on receipt, and the store is not launched until the launch stage is paid.

3.2 All amounts are exclusive of VAT. Monthly hosting under the plan stated in the Proposal is billed separately from launch.

3.3 Payment provider fees, gateway fees, subscription fees for third party plugins or services, and any usage-based costs are payable by the Client directly to those providers and are not included in the price.

4. Payments, security and compliance

4.1 The Client will open and own all payment provider accounts (for example Stripe and PayPal) and any other third party accounts holding money or customer data, and is responsible for their terms, verification, fees, chargebacks and compliance.

4.2 We configure checkout so that card details are captured and processed by the payment provider and never stored on the store or its hosting. The Client is responsible for completing any PCI DSS self-assessment its payment provider requires and for not introducing anything to the store that changes this position.

4.3 The Client is responsible for the legal compliance of the store as a retailer, including consumer contract rules, distance selling information, pricing and VAT display, returns and cancellation rights, product safety, age-restricted goods, and any sector rules that apply to the goods sold. We provide template terms of sale, privacy and cookie pages as placeholders only; they are not legal advice and must be reviewed by the Client before launch.

4.4 Tax, shipping and pricing rules are configured from the rules the Client supplies in writing. The Client must test and confirm that prices, VAT, shipping charges and free-shipping thresholds calculate correctly before launch. We are not liable for incorrect charges, under-collected tax or shipping losses arising from rules the Client supplied or approved, or from changes made after launch.

5. Product data and migration

5.1 Where product data is supplied by the Client, it must be provided in the spreadsheet template we supply, complete and in one delivery. Data that arrives incomplete, in batches, or in a different structure may incur additional charges for cleaning and loading.

5.2 Where product, customer or order data is migrated from an existing store, we migrate it as it exists in the source system. We are not responsible for errors, duplicates, missing images or inconsistencies present in the source data. A final migration is run immediately before launch, and the Client must freeze changes on the old store from the point we notify until launch, otherwise orders or changes made after the final migration may be lost.

5.3 Customer passwords generally cannot be migrated between platforms. Where this applies, customers will be asked to reset their password on first login to the new store.

6. SEO and search rankings

6.1 Where the Client has an existing store, we will implement a 301 redirect map, replicate page titles and meta descriptions and carry across on-page copy where stated in the Proposal, and set up analytics and Search Console.

6.2 Search engine rankings are controlled by search engines, not by us. Any change of platform, structure or design can cause rankings and traffic to move, sometimes for a period after launch. We do not guarantee that rankings, traffic or sales will be maintained or improved and are not liable for any change in them.

7. How the Project runs

7.1 **Stage 1: Scoping and content.** For bespoke stores, a scoping session confirms the functional specification. The Client supplies brand assets, product data, shipping and tax rules, payment account access and DNS access. Work begins once the first payment and this material are received.

- 7.2 Stage 2: Design.** We design the storefront and key templates and refine them until approved. Unlimited revisions apply at this stage under clause 5 of our Fixed Price Website Contract terms, which apply here in the same way.
- 7.3 Stage 3: Build and configuration.** We build the approved design, configure payments, shipping, tax and emails, and load or migrate products. The store is available on a development link throughout.
- 7.4 Stage 4: Testing, training and sign-off.** We test checkout end to end in the payment providers' test modes. The Client tests the store, including placing test orders, checking prices, shipping and tax, and reviewing emails, and reports defects within 5 Business Days. We provide training on managing products, orders and refunds. The Client signs off.
- 7.5 Stage 5: Launch.** On sign-off and payment of sums then due, we switch payments to live mode, run the final migration where applicable, apply redirects and launch. The Client must place at least one live test order and confirm funds arrive in its account within 2 Business Days of launch.
- 7.6 Stage 6: Post-launch.** For 30 days after launch we fix defects free of charge. Further changes are under the Client's Care Plan or at our hourly rate.

8. Client responsibilities and turnaround

- 8.1** The Client will nominate one authorised contact, respond within 5 Business Days, supply complete product data and rules, test thoroughly at Stage 4, and give us the access we need.
- 8.2** We do not charge for a paused Project, but the timescale restarts when we receive what we need and instalments continue on their scheduled dates. A Project paused for more than 6 months may be treated as cancelled by the Client.

9. Changes to scope

- 9.1** Anything not in the Proposal or agreed specification is outside scope. We will say so and quote before doing it, at £60 plus VAT per hour in 15 minute intervals or a fixed price. Changes are agreed by email or message.

10. Acceptance, launch and warranty

- 10.1** Acceptance occurs on sign-off, on the Client asking us to launch, on the Client taking live orders, or 5 Business Days after we say the store is ready for review without written defect reports, whichever is first.
- 10.2** For 30 days from launch we fix defects free of charge. A defect is a failure of the store to work substantially as described in the Proposal or agreed specification. The warranty excludes: changes to products, settings, plugins, themes or code made by anyone other than us; payment provider, courier, plugin, theme, platform or API changes and outages; tax or shipping rules supplied or approved by the Client; and hosting elsewhere.
- 10.3** Online stores depend heavily on third party software and services which change frequently. On WooCommerce stores in particular, plugin and platform updates can break functionality without warning. Ongoing protection is provided under a Care Plan, and we strongly recommend one for every store.

11. Hosting, access and ownership

- 11.1** Where the Proposal offers a monthly hosting or care price, or an instalment option, that is on the basis that we host the store. The Client agrees to take the hosting plan stated in the Proposal from launch under the Hosting, Email and Care Agreement.
- 11.2** The Client receives a store administrator login at launch appropriate to the platform. FTP, database and code access are provided on request once the price is paid in full, including all instalments.

- 11.3 On payment in full: for WooCommerce stores the Client owns the configured store, its design and its content, with WordPress, WooCommerce, themes and plugins remaining under their own licences; for bespoke stores the Client owns the application code written specifically for it. In both cases we retain our reusable code, components, libraries and tools, which the Client may use as part of the store under a perpetual licence. Until payment in full, all rights remain ours and the Client has a licence to use the store while payments are up to date.
- 11.4 The Client's product data, customer data and order data are the Client's at all times and can be exported on request under the Hosting Agreement.
- 11.5 We may show the store in our portfolio and marketing and place a small credit link in the footer, removable on request.

12. Cancellation

- 12.1 The Client may cancel by written notice. The first payment or instalment is non-refundable. The Client pays for work done to the date of cancellation, calculated as the greater of the proportion of the Project completed and our hourly rate for time spent, up to the total price, plus third party costs. No rights pass to the Client unless the full price is paid.
- 12.2 We may cancel on written notice if the Client fails to pay, is in unremedied breach for 14 days after notice, is abusive, or if the relationship has broken down such that we cannot complete the Project, in which case clause 12.1 applies.

13. Liability

- 13.1 Our total liability under this Contract is limited to the price paid for the Project. We are not liable for lost sales, lost orders, chargebacks, under-collected tax or shipping, lost rankings or traffic, payment provider or courier issues, data loss beyond restoration of the most recent backup, or any indirect or consequential loss, as set out in clause 28 of the Terms. Nothing limits liability that cannot lawfully be limited.

14. General

- 14.1 This Contract together with the documents in clause 1 is the entire agreement. Variations must be in writing. This Contract is governed by the law of England and Wales.

15. Acceptance

- 15.1 This Contract is published at samsonwebdesign.co.uk/contracts and is sent to the Client with the Proposal. It does not need to be signed.
- 15.2 The Client accepts this Contract, the Proposal, the Terms and any applicable Schedules and Hosting Agreement by whichever of the following happens first: (a) confirming acceptance of the Proposal in writing, including by email or message; (b) paying the first invoice or first instalment; (c) setting up a direct debit for the Project; or (d) instructing us to begin work. The version of this Contract published on the date of acceptance is the version that applies.
- 15.3 The person accepting confirms that they are authorised to do so on behalf of the Client and that the Client is acting in the course of business.