

Website Design and Development Contract

Fixed Price Website · 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 a fixed price website. 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, inclusions and scope notes; (c) where a Payment Plan is chosen, the Spread the Cost Schedule; (d) where we host the site, 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 website described in the Proposal, including the pages or templates listed in its sitemap, to a mobile-responsive standard, tested on current versions of major browsers.
- 2.2 Unless the Proposal states otherwise, the following are included: design of the agreed page templates with unlimited design revisions at the design stage; copywriting or rewriting of the page copy from the material the Client provides and its existing website; migration of the Client's existing content and images where stated; contact and enquiry forms delivering to the Client's email; basic on-page SEO structure, page titles and meta descriptions; XML sitemap; Google Analytics and Search Console setup where the Client provides access; SSL where hosted by us; a 301 redirect map from an existing site where stated; 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: photography, video and illustration; logo or brand design; ecommerce or payment functionality; membership, booking, portal or login functionality; bespoke integrations with third party systems; ongoing SEO, content marketing or advertising; printed materials; translation; accessibility audits to a stated standard; legal pages beyond template placeholders; and stock image licences beyond those we choose to include.
- 2.4 Where the Proposal states a page count, adding, merging or removing pages at the planning stage within the same overall count does not change the price. Pages beyond the count, or new page templates with a different layout, are additional work.

3. Price and payment

- 3.1 The price is fixed for the scope in the Proposal. It does not change because the Client chooses to pay in instalments.
- 3.2 Payment is made according to the option stated in the Proposal:

Option	Payment schedule
In full	100% on acceptance, before work begins
50:50	50% on acceptance, before work begins; 50% on sign-off and before launch
3 monthly	3 equal instalments by direct debit through GoCardless, the first on acceptance before work begins, then monthly
6 monthly	6 equal instalments by direct debit through GoCardless, the first on acceptance before work begins, then monthly

3.3 Where an instalment option is chosen, the Spread the Cost Schedule applies. Instalments fall due on their scheduled dates regardless of the progress of the Project, the site remains on our hosting until fully paid, and ownership passes on the final instalment.

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

3.5 We do not charge late payment interest. If any payment is missed we may pause work, withhold launch or files, and suspend hosting, as set out in the Terms and the Spread the Cost Schedule.

4. How the Project runs

4.1 **Stage 1: Content and access.** The Client supplies logo files, brand guidance, photographs, existing content, any specific wording it requires, and access to its domain DNS, existing hosting, Google accounts and any other systems needed. Work begins once the first payment and this material are received.

4.2 **Stage 2: Design.** We design the homepage and key page templates and share them for review. The Client gives consolidated feedback and we refine the design until the Client approves it. Approval may be given by email or message.

4.3 **Stage 3: Build and copy.** We build the approved design, write or migrate the copy, and populate the pages. The site is available on a development link throughout.

4.4 **Stage 4: Review and sign-off.** The Client reviews the complete site and reports any defects or content corrections within 5 Business Days. We fix defects and make one round of content corrections. The Client then signs off.

4.5 **Stage 5: Launch.** On sign-off and payment of any sums then due, we launch the site, apply redirects, submit the sitemap and confirm analytics. Launch requires the Client's DNS to be changed, which the Client must do or authorise promptly.

4.6 **Stage 6: Post-launch.** For 30 days after launch we fix defects free of charge. Further changes are made under the Client's Care Plan or at our hourly rate.

5. Design revisions

5.1 Unlimited design revisions apply during Stage 2 only. We keep refining the chosen design direction until the Client is happy; there is no revision counter.

5.2 Revisions do not include switching to a fundamentally different design direction after one has been chosen, additional templates or functionality, or changes requested after design approval. These are additional work and will be quoted before we proceed.

5.3 Where the Project began with a free homepage design, that design is the agreed direction unless the Client tells us otherwise before Stage 2 begins.

6. Content and copywriting

- 6.1 We write or rewrite page copy based on what the Client tells us, its existing website and public information about the business. The Client must check all copy for accuracy, including claims, accreditations, guarantees, prices and legal wording, and approve it before launch. The Client is responsible for the content of the live site.
- 6.2 The Client warrants that all Materials it supplies are owned by it or properly licensed and indemnifies us for any claim arising from them.
- 6.3 Content supplied after Stage 4 sign-off, or changes to content already approved, are additional work.

7. Client responsibilities and turnaround

- 7.1 The Client will nominate one authorised contact, respond to requests for Materials, feedback and approvals within 5 Business Days, and give us the access we need.
- 7.2 If the Client does not respond within 5 Business Days we will chase. We do not charge for a paused Project, but the timescale restarts when we receive what we need and the remaining work is rescheduled around our other commitments. Instalments continue to be collected on their scheduled dates.
- 7.3 If the Project is paused for more than 6 months we may treat it as cancelled by the Client under clause 12.

8. Timescale

- 8.1 The estimated timescale in the Proposal runs from the date we receive the first payment and the Stage 1 material. It is an estimate. Time is not of the essence and we are not liable for delay caused by the Client, third parties or events outside our control.

9. Changes to scope

- 9.1 Anything not written in the Proposal is outside scope. If the Client asks for something outside scope we will say so and give a price or estimate before doing it. Additional work is charged at £60 plus VAT per hour in 15 minute intervals or at a fixed price we offer, and may extend the timescale.
- 9.2 Changes are agreed in writing, which may be by email or message. We will not do chargeable work without approval.

10. Acceptance, launch and warranty

- 10.1 The site is accepted when the Client signs it off, asks us to launch it, starts using it, or when 5 Business Days pass after we say it is ready for review without the Client reporting a defect in writing, whichever is first.
- 10.2 A defect is a failure of the site to work substantially as described in the Proposal. Matters of taste, change requests, browser or device quirks, third party service issues and problems in content the Client has edited are not defects.
- 10.3 For 30 days from launch we fix defects free of charge. The warranty excludes anything caused by the Client's Materials, by changes made by anyone other than us, by third party plugins, themes, platforms or services, by hosting elsewhere, or by software released after launch.

11. Hosting, access and ownership

- 11.1 Where the Proposal offers a monthly hosting or care price, or an instalment option, that offer is on the basis that we host the site. The Client agrees to take the hosting plan stated in the Proposal from launch under the Hosting, Email and Care Agreement.

- 11.2 If the Client asks us to build on hosting it controls elsewhere, we will do so where the Proposal allows, but we give no availability, backup or security commitments, our warranty is limited to our own code, and support after launch is at our hourly rate.
- 11.3 WordPress sites: the Client receives an editor or administrator login at launch. Bespoke hand-coded sites: content is updated by us and no CMS login is provided unless the Proposal includes an admin area.
- 11.4 FTP, database and code access are provided on request once the price has been paid in full, including all instalments.
- 11.5 On payment in full the Client owns the bespoke design, page layouts and copy we have written for it, and the configured site. We retain our reusable code, components and tools, which the Client may use as part of the site under a perpetual licence. Themes, plugins and platform software remain subject to their own licences. Until payment in full, all rights remain ours and the Client has a licence to use the site while payments are up to date.
- 11.6 We may show the site 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 any third party costs. No rights in the design or site 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. Clause 12.1 then applies.

13. Liability

- 13.1 Our total liability under this Contract is limited to the price paid by the Client for the Project, and we are not liable for loss of profit, sales, business, data or goodwill or for 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 between the parties. 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.