

Spread the Cost Schedule

Payment Plan Terms · Samson Web Design Ltd · Version 2.0

This Schedule applies whenever we agree that a fixed price may be paid in monthly instalments. It forms part of the Contract or Proposal for the Project and of our Terms and Conditions. If it conflicts with the Terms, this Schedule prevails for the Payment Plan.

How this Schedule applies

The number of instalments, the amount of each instalment and the total price are those stated in your Proposal. Instalments are collected by direct debit through GoCardless. The first instalment is due on acceptance, before work begins, and the remainder monthly on the same day of each month.

1. Nature of the plan

- 1.1 The total price is exactly the same as if paid in a single payment. No interest, fee, surcharge or arrangement charge is added.
- 1.2 A Payment Plan is not a loan, credit agreement or regulated finance. No third party is involved and nothing is recorded on a credit file. It is simply an agreement by Samson Web Design Ltd to accept payment for the Project in instalments.
- 1.3 The Client may pay the outstanding balance early at any time without charge.

2. Instalments

- 2.1 The first instalment is due on acceptance and work does not begin until it is received.
- 2.2 Each following instalment is collected by direct debit on the same day of each month. The Client must keep a valid GoCardless mandate in place for the duration of the plan and ensure funds are available.
- 2.3 Instalments fall due on their scheduled dates regardless of the progress of the Project. In particular they continue where the Project is paused because we are waiting for the Client's content, feedback, approvals or access, and where the instalment period runs beyond launch or go-live.
- 2.4 The instalment schedule is not linked to milestones. Where the Client would prefer milestone-linked payments, the staged option in the Contract should be chosen instead.

3. Hosting during the plan

- 3.1 A Payment Plan is offered on the basis that we host the website or system. The Client agrees to take the hosting plan stated in the Proposal from launch and to keep the site on our hosting until the final instalment has been paid.
- 3.2 Hosting fees are billed separately and in addition to the instalments.

4. Ownership and access during the plan

- 4.1 Until the final instalment has been paid: (a) all rights in the design, code and site remain with Samson Web Design Ltd; (b) the Client has a licence to use the site for its business while instalments are up to date; (c) we will not release source code, files, FTP, database or control panel access; and (d) we will not transfer the site to another host or supplier.
- 4.2 On payment of the final instalment, ownership transfers as described in the Contract and the Terms.

5. Missed instalments

- 5.1 If an instalment fails or is not received on its due date we will notify the Client and re-present the direct debit or ask for payment by another method.
- 5.2 If the instalment remains unpaid 7 days after the due date we will send a written reminder and may pause any remaining work.
- 5.3 If the instalment remains unpaid 14 days after the due date we may suspend the website or system so that it is not publicly accessible, and suspend email and support, until the arrears are cleared. Hosting fees continue to accrue during suspension.
- 5.4 If the instalment remains unpaid 30 days after the due date, the entire outstanding balance of the plan becomes immediately due and payable in full, and we may keep the site suspended, or take it offline, until it is paid.
- 5.5 We do not charge interest or late payment penalties. Where an account is referred to a third party for collection we may recover the reasonable costs of doing so.
- 5.6 Two or more missed instalments in any 6 month period entitle us, at our option, to withdraw the Payment Plan and require the remaining balance to be paid in full before further work or reinstatement.

6. Cancellation during the plan

- 6.1 If the Client cancels the Project during the plan, clause 16 of the Terms and the cancellation clause of the Contract apply. Instalments already paid are not refunded, and the amount payable for work done to the date of cancellation is calculated and set against instalments paid, with any shortfall payable immediately.
- 6.2 If the Client wishes to stop the Project but keep the work done, it may do so on payment of the full outstanding balance.

7. Multiple plans

- 7.1 Where the Client has more than one Payment Plan with us, a missed instalment on any one plan entitles us to exercise the rights in clause 5 across all of the Client's sites and services.

8. Acceptance

- 8.1 This Schedule is published at samsonwebdesign.co.uk/contracts and is sent with any Proposal that offers instalments. It does not need to be signed. The Client accepts it by confirming an instalment option in writing, by setting up the direct debit, or by paying the first instalment, whichever happens first.