

Terms and Conditions

Samson Web Design Ltd · Version 2.0 · Effective 17 September 2026

1. About these Terms

- 1.1 These Terms and Conditions ("Terms") set out the basis on which Samson Web Design Ltd ("Samson Web Design", "we", "us", "our") provides services to its clients ("you", "your", "the Client"). We are a company registered in England and Wales under company number 07795660. Our registered office is 36a Goring Road, Goring By Sea, Worthing, West Sussex BN12 4AD and our trading address is 39 Sword Street, Worthing, West Sussex BN12 4EL. We are registered for VAT.
- 1.2 These Terms apply to every service we provide, including website design and build, ecommerce stores, bespoke software and web applications, business dashboards, hosting, business email, care plans, updates and amendments, one-off fixes and rescue work, quote calculators, content services, marketing services, AI consulting and AI training.
- 1.3 Where we provide you with a written Proposal, Quotation, Contract or Schedule, that document forms part of your agreement with us together with these Terms and, where relevant, our Hosting, Email and Care Agreement. If there is any conflict between documents, the following order of precedence applies: (a) the Contract or Schedule applicable to your project, as published at samsonwebdesign.co.uk/contracts and sent with your Proposal; (b) the written Proposal or Quotation; (c) the Hosting, Email and Care Agreement; (d) these Terms.
- 1.4 These Terms override any terms you may seek to impose, including any purchase order conditions, unless we have expressly agreed otherwise in writing.
- 1.5 Our services are supplied to businesses, sole traders, partnerships, charities and other organisations for the purposes of their trade, business or activity. By instructing us you confirm that you are acting in the course of a business and not as a consumer, and that the person instructing us has authority to bind the Client.

2. Definitions

2.1 In these Terms the following words have the following meanings:

- **Acceptance** means the point at which a deliverable is treated as accepted under clause 13.
- **Business Day** means any day other than a Saturday, Sunday or public holiday in England and Wales.
- **Care Plan** means a rolling monthly plan that includes hosting together with updates, security, backups, support and, where stated, included amendment time.
- **Cloud Platform** means the shared, auto-scaling UK hosting platform operated by our Wholesale Hosting Provider on which we host client websites and email by default.
- **Contract** means a project-specific agreement issued by us, such as our Fixed Price Website Contract, Ecommerce Store Contract or Bespoke Development Contract.
- **Dedicated Server** means a virtual or cloud server allocated to a single client, provided only where a Proposal expressly says so.
- **Deliverables** means the website, store, application, design, code, content or other work product we create for you under a Project.
- **Fees** means the amounts payable to us for the Services as set out in the Proposal, Contract or our published prices.
- **Free Work** means any homepage design, prototype, mock-up, audit, diagnosis or other work we produce for you free of charge before you have engaged us.
- **Hosting** means the managed UK web hosting and, where included, business email we provide on the Cloud Platform or a Dedicated Server.

- **Hosting Agreement** means our Hosting, Email and Care Agreement, which applies to all Hosting, email and Care Plan services.
- **Materials** means all text, images, logos, video, product data, login details, documents and other content or information you provide to us.
- **Payment Plan** means an arrangement under which the Fees for a Project are paid in equal monthly instalments, as described in clause 7 and our Spread the Cost Schedule.
- **Project** means a defined piece of work described in a Proposal or Contract.
- **Proposal or Quotation** means our written description of the work, price and payment terms for a Project.
- **Services** means everything we provide to you under these Terms.
- **Third Party Services** means software, platforms, plugins, themes, payment gateways, APIs, licences and services supplied by anyone other than us.
- **Wholesale Hosting Provider** means the UK hosting company from which we purchase the infrastructure on which we host client websites and email. Its identity is available on request.

3. How a contract is formed

- 3.1 A Proposal or Quotation is an invitation for you to instruct us. A binding agreement is formed when the first of the following happens: (a) you sign or electronically sign a Proposal where we ask you to; (b) you confirm acceptance in writing, including by email or message; (c) you pay a deposit, first instalment or invoice relating to the work; or (d) you instruct us to begin and we begin at your request.
- 3.2 Each of the events in clause 3.1 confirms that you have read, understood and agree to these Terms, the Proposal and any applicable Contract, Schedule and the Hosting Agreement.
- 3.3 Unless stated otherwise, a Proposal is valid for 30 days from its date. After that we may revise the price or scope before accepting your instruction.

4. Our Services

- 4.1 The exact Services included in any engagement are those described in your Proposal or Contract. Anything not listed is not included. Descriptions on our website are general in nature and do not form part of a specific engagement unless referred to in the Proposal.
- 4.2 We will provide the Services with reasonable care and skill and in line with good industry practice.
- 4.3 We use modern development tools, including AI-assisted tools, in producing our work. We remain responsible for the quality of the Deliverables regardless of the tools used to produce them.
- 4.4 We may subcontract or use suppliers for part of the Services, including our Wholesale Hosting Provider, provided that we remain responsible to you for the Services.

5. Free Work: free designs, prototypes and diagnoses

- 5.1 We may offer free homepage designs, free working prototypes, free site audits or free diagnoses. Free Work is provided without charge and without obligation on either side. You are not obliged to proceed with a Project and we are not obliged to build, extend or deliver the Free Work unless a Project is agreed.
- 5.2 All rights in Free Work remain with us. You may view and share Free Work internally for the purpose of deciding whether to proceed. You may not use, copy, publish, adapt or give to another supplier any Free Work, in whole or in part, unless you engage us for the related Project and pay for it in full. We may reuse designs, layouts, code and concepts produced as Free Work in our marketing and in other work.
- 5.3 Free Work is illustrative. Content, images and text in Free Work may be placeholders and are not warranted as accurate.

6. Fees, invoicing and payment

- 6.1 All prices are exclusive of VAT, which is added at the prevailing rate and shown on your invoice.
- 6.2 Project Fees are fixed at the price stated in the Proposal for the scope described in it. Changes to scope are dealt with under clause 11.
- 6.3 Unless the Proposal or Contract states otherwise, Project Fees are payable as follows: (a) 50% on instruction, before work begins, and 50% on completion, before the site is launched or the Deliverables are released; or (b) where a Payment Plan is agreed, in equal monthly instalments, the first being payable on instruction before work begins.
- 6.4 Invoices are payable on receipt unless a different period is stated on the invoice. Recurring fees for Hosting, email and Care Plans are payable monthly in advance by direct debit collected through GoCardless, or by another method we agree in writing. You agree to keep a valid direct debit mandate in place for the duration of any recurring service.
- 6.5 We do not charge interest or late payment penalties. If any amount is not paid when due we may, without liability to you: (a) pause work on your Project; (b) decline to launch the site or release Deliverables, files, code or credentials; (c) suspend Hosting, email, Care Plan and support services on 7 days' notice; (d) treat the full outstanding balance of any Payment Plan as immediately due under clause 7; and (e) recover reasonable costs of collection where an account is referred to a third party.
- 6.6 Deposits and first instalments are non-refundable once work has commenced, because they cover planning, design and build time already committed.
- 6.7 Third party costs that we incur on your behalf with your approval, such as plugin licences, stock images, API usage or paid services, are payable by you in addition to the Fees and are non-refundable.

7. Spread the Cost Payment Plans

- 7.1 Where we agree that Project Fees may be paid in instalments, the total price is the same as if paid in one payment. No interest, fee or surcharge is added. A Payment Plan is not a credit or finance agreement: it is simply an agreement by us to accept payment in stages while the work is carried out.
- 7.2 Payment Plans are available over 3 or 6 months for websites and online stores, and over up to 12 months for dashboards, bespoke software and larger projects, as stated in the Proposal.
- 7.3 Instalments are collected monthly by direct debit through GoCardless on the same date each month, starting on instruction. Instalments continue to fall due on their scheduled dates regardless of the progress of the Project, including where the Project is paused because we are waiting on you.
- 7.4 Until every instalment has been paid in full: (a) all rights in the Deliverables remain with us; (b) you have a licence to use the Deliverables for your business only while you are up to date with your instalments; (c) the site must remain on our Hosting; and (d) we will not release source code, FTP or database access, or transfer the site elsewhere.
- 7.5 If an instalment is not paid on its due date the Spread the Cost Schedule applies, under which we may suspend the site and, if the arrears are not cleared within 30 days, require the full outstanding balance to be paid immediately.
- 7.6 You may settle the outstanding balance early at any time without charge.

8. Your responsibilities

- 8.1 So that we can deliver on time and to a high standard, you agree to: (a) provide all Materials we ask for in a usable digital format and in good time; (b) ensure your Materials are accurate, lawful and do not infringe anyone's rights; (c) give us timely access to any accounts, domains, DNS, hosting, software or systems we need; (d) respond to questions, give feedback and approve work promptly, normally within 5 Business

Days; (e) nominate one person with authority to give instructions and approvals; (f) review and test the Deliverables when asked and tell us promptly of any problems; and (g) keep your own copies of any Materials you supply.

8.2 You are responsible for the content of your website, including its accuracy, legality, and compliance with advertising, consumer, data protection, accessibility and industry-specific rules that apply to your business. We may write or edit copy for you, but you approve it and you are responsible for its final content.

8.3 If you do not meet these responsibilities we are not liable for any resulting delay, and any additional work caused by missing, late or changed Materials may be charged at our hourly rate.

9. Timelines

9.1 Any timescale we give is an estimate measured from the date on which we have received both the first payment and all Materials needed to begin. Timescales are not guaranteed and time is not of the essence unless we have agreed a fixed deadline in writing.

9.2 Most delays are caused by content, feedback or approvals arriving late. We are not responsible for delays caused by you, by Third Party Services or by events outside our reasonable control. If a Project is delayed by you we will reschedule the remaining work around our other commitments.

10. Design revisions

10.1 Where a Proposal includes "unlimited design revisions", this means that during the design stage we will keep refining the agreed design until you are happy with it, with no counter on the number of rounds.

10.2 Revisions refine the agreed direction. They do not include: (a) a change to a fundamentally different design direction after a direction has been chosen; (b) additional page templates, features or functionality not in the Proposal; (c) changes requested after you have approved the design and we have started the build; or (d) changes to content already supplied and approved. These are additional work under clause 11.

10.3 Once you approve a design, we build to it. Design changes requested after build has begun are charged at our hourly rate, quoted in advance.

10.4 We reserve the right to decline revision requests that are contradictory, that reverse earlier approved decisions, or that in our reasonable opinion would make the site perform worse for its intended purpose, in which case we will explain why and propose an alternative.

11. Scope, changes and additional work

11.1 The scope of a Project is what is written in the Proposal and Contract. Anything that is not written down is not included, however small it may seem.

11.2 If you ask for something outside the scope, such as extra pages, new features, integrations, additional content, a further design direction or a change to something already approved, we will tell you it is out of scope and give you a price or an estimate before doing it. We will not carry out chargeable additional work without your approval, which may be given by email or message.

11.3 Additional work is charged at our standard hourly rate, currently £60 plus VAT per hour billed in 15 minute intervals, or at a fixed price where we offer one.

11.4 We may, at our discretion, absorb very minor requests without charge. Doing so on one occasion does not oblige us to do so again.

11.5 Where a Project has been running for more than 6 months, whether because of pauses or extensions, we may review the price of any remaining work to reflect the additional time involved, and we will agree any change with you in writing before continuing.

12. Content, copywriting and Materials

- 12.1 Where copywriting is included, we write or rewrite the page copy based on the information you provide, your existing website and publicly available information about your business. You are responsible for checking that everything we write is accurate, including claims, prices, credentials, accreditations, guarantees and legal statements, and for approving it before launch.
- 12.2 We may use licensed stock imagery, icons and fonts. Their licences may restrict how they can be used elsewhere. Any imagery, video or other Materials you supply must be owned by you or properly licensed for use on your website, and you indemnify us for any claim arising from Materials you supply.
- 12.3 We do not proofread, fact check or legally review content you supply. Legal pages such as privacy policies, terms of sale, returns policies and cookie notices are your responsibility. Where we provide template legal pages they are a starting point only and are not legal advice.
- 12.4 Where we migrate existing content, we migrate it as it stands unless the Proposal includes rewriting. We are not responsible for errors in migrated content that were present in the source.

13. Testing, acceptance and launch

- 13.1 We will give you access to a development or staging version of the Deliverables for review. You must test the Deliverables and report any defects in writing within 5 Business Days of us telling you they are ready for review.
- 13.2 Deliverables are treated as accepted when the first of the following happens: (a) you confirm acceptance in writing; (b) you ask us to launch or go live; (c) 5 Business Days pass after we notify you that the Deliverables are ready for review without you reporting a defect in writing; or (d) you start using the Deliverables for your business.
- 13.3 A defect is a failure of the Deliverables to work substantially as described in the Proposal. Differences of taste, requests for changes, and issues caused by your Materials, your browser or device settings, Third Party Services, or content you have edited are not defects.
- 13.4 Launch is subject to all sums then due having been paid and to us having the DNS or domain access needed. We will not be responsible for delays to launch caused by domain registrars, DNS propagation or access we have not been given.
- 13.5 We test websites on current versions of major browsers on desktop and mobile. We do not guarantee identical appearance in every browser, device, screen size or email client, or in software versions released after launch.

14. Post launch warranty

- 14.1 For 30 days from launch or Acceptance, whichever is earlier, we will fix free of charge any defect in the Deliverables we built, as defined in clause 13.3.
- 14.2 The warranty does not cover: (a) new features, changes or improvements; (b) problems caused by content, plugins, settings or code added or changed by you or anyone other than us; (c) Third Party Services, including updates to platforms, plugins, themes, browsers, payment gateways or APIs; (d) hosting problems where the site is not hosted by us; (e) compatibility with software released after launch; or (f) data you have entered incorrectly.
- 14.3 After the warranty period, fixes and changes are provided under a Care Plan where one is in place, or at our hourly rate.

15. Paused and dormant Projects

- 15.1 If a Project stalls because we are waiting for your Materials, feedback, approvals or access, we will chase you to keep the Project moving. We do not charge for a Project being paused.

15.2 While a Project is paused: (a) any timescale is suspended and restarts from when we receive what we were waiting for, rescheduled around our other commitments; (b) any Payment Plan instalments continue to fall due on their scheduled dates; and (c) any balance already due remains payable.

15.3 If a Project has been paused for more than 6 months we may treat it as cancelled by you under clause 16, or agree revised terms with you to restart it.

16. Cancelling a Project

16.1 You may cancel a Project at any time by written notice. If you cancel after work has begun: (a) any deposit or first instalment is non-refundable; (b) you must pay for all work carried out up to the date of cancellation at the greater of the proportion of the Project completed and our hourly rate for time spent, up to the total Project Fee; (c) any Third Party costs incurred on your behalf remain payable; and (d) no rights in any Deliverables transfer to you unless the full Project Fee is paid.

16.2 We may cancel a Project by written notice if you are in breach of these Terms and do not remedy the breach within 14 days of being asked to, if you fail to pay any amount when due, if you are abusive to us, or if in our reasonable opinion the working relationship has broken down such that we cannot complete the Project. In that case clause 16.1 applies as if you had cancelled.

16.3 If we are unable to deliver a Project for reasons within our control, we will refund any Fees paid for work not delivered. This is your only remedy for our non-delivery.

17. Hosting, email and Care Plans

17.1 All Hosting, business email and Care Plans are provided under the Hosting Agreement, which forms part of these Terms. This clause is a summary; the Hosting Agreement prevails.

17.2 By default all client websites and email are hosted on the Cloud Platform. A Dedicated Server is provided only where your Proposal expressly says so.

17.3 We target 99.9% monthly availability for websites we host, measured by our monitoring, excluding planned maintenance, attacks, Third Party Services and matters outside our reasonable control. This is a target, not a guarantee, and no service credits, refunds or compensation are payable for downtime.

17.4 Hosting, email and Care Plans are rolling monthly services billed in advance by direct debit. Either party may cancel on 30 days' written notice. Fees are not refunded for any part of a billing period.

17.5 Where a Project is paid by Payment Plan or a monthly price is stated as being for sites we host, the site must remain on our Hosting while any instalment is outstanding.

18. Security, hacking and attacks

18.1 No website or server can be made completely secure. We take reasonable and proportionate measures to protect sites we host, including firewalling, malware scanning, secure configuration and, on Care Plans, software updates and hardening. We do not guarantee that a site will never be compromised.

18.2 Our responsibility if a site we host is compromised depends on your plan and is set out in the Hosting Agreement. In summary: on a Care Plan we clean and restore the site at no charge; on hosting only, we restore the last clean backup at no charge and any further clean-up is chargeable at our published rescue prices; for sites we do not host, or where the compromise results from actions by you or a third party, all work is chargeable.

18.3 You are responsible for keeping login details secure, using strong unique passwords, controlling who has access to your website and accounts, and telling us promptly if you believe credentials have been compromised. We are not responsible for any compromise arising from weak or shared credentials, phishing, compromised devices, or access you have given to others.

- 18.4 Denial of service attacks, bot traffic, brute force attempts and similar events are outside our control. Our Wholesale Hosting Provider operates network-level protection, but sustained attacks may cause degraded performance or downtime and are excluded from any availability target. In extreme cases the provider may temporarily block traffic to a site to protect other customers.
- 18.5 We are not responsible for loss or harm caused by the security of Third Party Services, including plugins, themes, payment gateways, email providers, browsers or devices.

19. Domain names and DNS

- 19.1 We do not register, renew or manage domain names. Your domain is registered with your chosen registrar, in your name, and its renewal, security and payment are entirely your responsibility. We are not liable for any loss caused by a domain expiring, being suspended, transferred or hijacked.
- 19.2 You must give us the DNS access needed to point your domain and email to our Hosting, or make the DNS changes we ask for promptly. We are not responsible for downtime, email loss or delays caused by incorrect or late DNS changes made by you or your registrar, or by DNS propagation.
- 19.3 Where we make DNS changes on your behalf using access you provide, we do so on your instructions and you remain the owner of the domain.

20. Access to your website

- 20.1 Where a site is built on a content management system such as WordPress, you will be given a CMS login appropriate to your role. Sites built without a CMS, including hand-coded and bespoke sites, are updated by us and no CMS login is provided unless the Proposal includes an admin area.
- 20.2 FTP, SFTP, database, control panel and code access are provided on request once the Project has been paid for in full, including all Payment Plan instalments. Access is not provided while any instalment is outstanding.
- 20.3 Anything broken, misconfigured or compromised as a result of access used by you or anyone you have given access to is outside our warranty and the Hosting Agreement service levels, and is repaired at our hourly rate or published fix prices.
- 20.4 We may retain administrative access to any site we host for the purposes of support, security and maintenance.

21. Third Party Services

- 21.1 Your website or Services may depend on Third Party Services such as WordPress, plugins, themes, payment gateways (for example Stripe, PayPal or GoCardless), email delivery services, AI model providers, APIs, analytics and social platforms. These are provided under their own terms and their availability, functionality, security, pricing and continued existence are outside our control.
- 21.2 We take reasonable care in selecting and configuring Third Party Services but we are not responsible for their performance, changes, downtime, errors, data loss or discontinuation, or for any fees they charge you.
- 21.3 Accounts with Third Party Services that hold your money or your customers' data, such as payment gateways, must be opened in your name. You are responsible for their fees, compliance and terms.
- 21.4 Where a Third Party Service requires a licence or subscription, keeping it valid and paid is your responsibility unless the Hosting Agreement or your Proposal states that we provide it.

22. One-off fixes and "no fix, no fee"

22.1 For one-off fixes, error troubleshooting, hacked site repair, speed optimisation and similar work we will agree the problem to be solved and a fixed price or estimate before we begin.

22.2 Where we agree a fixed price fix, if we are unable to resolve the specific problem agreed at the outset we will not charge our fee for that work and will refund any fee already paid for it. This applies only to the specific problem agreed, and does not apply where: (a) we are prevented from completing the work by lack of access, hosting limitations, or your decision not to proceed; (b) the fix is possible but you decline our recommended solution; (c) additional or different problems are discovered; or (d) the problem is caused by a Third Party Service that cannot be fixed by us. Third Party costs incurred with your approval remain payable.

22.3 A fix resolves the problem as it exists at the time. We cannot guarantee that a problem will not recur because of future updates, changes or attacks. Ongoing protection is provided through a Care Plan.

22.4 Our Fix and Rescue Terms set out further details and apply to all such work.

23. Consulting, training and other Services

23.1 AI consulting, AI training, marketing services and similar advisory services are provided on the basis of the information you give us and our reasonable professional judgement. Any recommendations are advice for you to consider, and decisions about your business remain yours.

23.2 We do not guarantee any particular business outcome, ranking, traffic level, conversion rate, revenue or saving from any Service.

24. Intellectual property and ownership

24.1 Until all Fees for a Project have been paid in full, including every instalment of a Payment Plan, all rights in the Deliverables remain ours and you have only a licence to use them for your business while payments are up to date.

24.2 On payment in full: (a) you own the bespoke design, page layouts and any content we have written specifically for you; (b) for bespoke software, applications, dashboards and bespoke stores, you own the application code written specifically for you, subject to clause 24.3; and (c) for WordPress and other CMS sites, you own the configured site and its content, with themes, plugins and platform code remaining subject to their own open source or commercial licences.

24.3 We retain ownership of, and you receive a perpetual, non-exclusive licence to use as part of your Deliverables: (a) our reusable code, components, libraries, frameworks, tools, scripts, templates and know-how that we use across multiple clients; (b) any generic or non client-specific code; and (c) our development methods and processes. We may reuse these freely in other projects.

24.4 You retain ownership of your Materials and your brand. You grant us a licence to use them to deliver the Services.

24.5 Free Work remains ours under clause 5.

24.6 Nothing in these Terms transfers rights in Third Party Services, which remain subject to their own licences.

25. Portfolio and credit

25.1 We may show work we have completed for you in our portfolio, on our website, in case studies, in proposals and in our marketing, including screenshots, descriptions, results and links, unless you ask us in writing not to.

25.2 We may include a small credit such as "Website by Samson Web Design" with a link in the footer of your website. We will remove it if you ask.

26. Confidentiality

26.1 Each party will keep confidential any non-public commercial, technical or personal information disclosed by the other in connection with the Services, use it only for the purposes of the Services, and not disclose it to anyone except employees, contractors and suppliers who need it and are bound by similar obligations. This does not apply to information that is public, already known, independently developed, or required to be disclosed by law.

26.2 This clause survives the end of our agreement.

27. Data protection

27.1 Each party will comply with the UK General Data Protection Regulation and the Data Protection Act 2018 ("Data Protection Law").

27.2 In relation to personal data contained in your website, database, email, forms and hosting account, you are the controller and we are your processor. The data processing terms in the Hosting Agreement apply. We process personal data only on your documented instructions, apply appropriate technical and organisational measures, and use sub-processors, including our Wholesale Hosting Provider, under written terms. A list of sub-processors is available on request.

27.3 You are responsible for ensuring that your website, forms, cookies, marketing and use of personal data comply with Data Protection Law, including having a lawful basis for processing, an accurate privacy notice and any required consents.

27.4 Our own use of personal data, including your contact details, is described in our Privacy Policy at samsonwebdesign.co.uk/privacy.

28. Warranties and limitation of liability

28.1 We warrant that we will provide the Services with reasonable care and skill and that, for 30 days from launch or Acceptance, the Deliverables will perform substantially in line with the Proposal, subject to clause 14.

28.2 Except as expressly stated in these Terms, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law. We do not warrant that the Deliverables or Services will be uninterrupted, error free, secure, or compatible with every browser, device or future software version.

28.3 Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot lawfully be limited or excluded.

28.4 Subject to clause 28.3, we are not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (a) loss of profit, revenue, sales, business, contracts, customers or goodwill; (b) loss of anticipated savings; (c) loss, corruption or inaccuracy of data beyond restoration of the most recent available backup; (d) business interruption or downtime; (e) any loss arising from a security breach, attack or compromise; (f) any loss arising from Third Party Services; (g) any loss arising from your Materials or content; or (h) any indirect, special or consequential loss, in each case even if foreseeable.

28.5 Subject to clause 28.3, our total liability to you for all claims arising out of or in connection with: (a) a Project is limited to the Fees you have paid us for that Project; (b) Hosting, email, Care Plans and other recurring services is limited to the fees you have paid us for the affected service in the 3 months before the event giving rise to the claim; and (c) any other Service is limited to the fees paid for that Service.

28.6 You must notify us of any claim within 6 months of becoming aware of the facts giving rise to it, failing which the claim is waived.

29. Your indemnity

29.1 You will indemnify us against all claims, losses, damages, costs and expenses (including reasonable legal fees) arising from: (a) your Materials or content; (b) your website's compliance with law; (c) your breach of these Terms; (d) your use, or your customers' or users' use, of the Deliverables or Services; (e) your use of Third Party Services; and (f) any claim that Materials you supplied infringe a third party's rights.

30. Suspension and termination

30.1 We may suspend any Service immediately if: (a) any amount is unpaid after the notice in clause 6.5; (b) you breach the acceptable use provisions of the Hosting Agreement; (c) your site or usage threatens the security or performance of our platform or other clients; (d) we are required to by law or by our Wholesale Hosting Provider; or (e) you are abusive to us or our suppliers.

30.2 Either party may end a recurring Service on 30 days' written notice under the Hosting Agreement. We may end any agreement immediately if you become insolvent, if you commit a material breach that is not remedied within 14 days of notice, or in the circumstances described in clause 16.2.

30.3 Termination does not affect any rights or amounts accrued before it, and clauses that by their nature should survive (including 7, 24, 25, 26, 27, 28, 29 and 31) continue to apply.

31. Moving away from us

31.1 If you end your Hosting or Care Plan, or move to another supplier, then provided your account is fully paid: (a) we will provide a full export of your website files and database, and of your mailboxes in standard formats, at no charge, within 10 Business Days of your request; (b) we will hand over any DNS details you need; and (c) any hands-on migration, configuration or support work at your new supplier is charged at our hourly rate.

31.2 Where any Project Fees or instalments remain unpaid, no files, code, exports or access are provided until they are paid in full.

31.3 Any premium plugin, theme or software licences that we hold and provide as part of your plan remain ours and stop applying to your site when your plan ends. You will need to buy your own licences to continue receiving their updates.

31.4 After the Service ends we will keep your data for a short period as described in the Hosting Agreement and then delete it. We are not responsible for any data you have not exported by then.

32. Force majeure

32.1 We are not liable for any delay or failure caused by events outside our reasonable control, including illness, fire, flood, power or internet failure, cyber attacks, denial of service attacks, failures of our Wholesale Hosting Provider or other suppliers, changes in law, pandemic, strikes, or failures of Third Party Services. If such an event continues for more than 4 weeks either party may end the affected Service on written notice without further liability, except for sums already due.

33. General

33.1 These Terms, together with the applicable Proposal, Contract, Schedules and Hosting Agreement, form the entire agreement between us and replace all earlier discussions and representations. You confirm you have not relied on any statement not set out in these documents.

33.2 We may update these Terms from time to time. The version published at samsonwebdesign.co.uk/terms applies to new instructions from its effective date. For recurring Services we will give at least 30 days' notice of material changes, and your continued use after that date is acceptance of them.

33.3 You may not assign or transfer your agreement with us without our written consent. We may assign or subcontract our rights and obligations, and may transfer your Hosting to a successor business on notice to you.

33.4 Notices must be in writing and may be sent by email to the addresses each party normally uses. Notices by email are treated as received on the next Business Day.

33.5 If any part of these Terms is found to be invalid or unenforceable, the rest continues in full effect.

33.6 A failure or delay by either party to enforce any right is not a waiver of that right.

33.7 Nothing in these Terms creates a partnership, joint venture or agency, and no one other than the parties has any right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

33.8 Any variation must be agreed in writing, which may include email, by an authorised person on each side.

34. Governing law and disputes

34.1 These Terms and any dispute arising from them or the Services are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

34.2 Before starting any court proceedings, each party agrees to raise the dispute in writing with the other and to make a reasonable attempt to resolve it by discussion within 30 days.

35. Contact

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